A COLLECTION OF

TREATIES, ENGAGEMENTS AND SANADS

RELATING TO INDIA AND NEIGHBOURING COUNTRIES

COMPILED BY

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UNDER SECRETARY TO THE GOVERNMENT OF INDIA
IN THE FOREIGN DEFAREMENT

VOL. VI

CONTAINING

THE TREATIES, &c., RELATING TO THE BOMBAY PRESIDENCY. PART I—THE PESHWA, KATHIAWAR AGENCY, PALANPUR AGENCY, MAHI KANTHA AGENCY, AND THE REWA KANTHA AGENCY

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PART I.

TREATIES, ENGAGEMENTS, AND SANADS

relating to the

STATES WITHIN THE BOMBAY PRESIDENCY.

I.-THE PESHWA.

CHIVAJI, the founder of the Maratha power, began his career as a Dandit at the early age of seventeen, and at the time of his death, in 1682, he had established his power over the greater part of the Konkan had few pretensions beyond those of a successful rebel against the dechning Muhammadan power * Most of his possessions were wrested from his son and successor, Sambhaji, who was taken prisoner by Aurangzeb and cruelly put to death, and whose son, Sahu or Sahuji, was carried into captivity. But the efforts of the Emperor to subdue the Marathas, in which he persevered till his death in 1707, were unavailing. For although he succeeded in taking most of their forts, the Marathas under different leaders revenged and enriched themselves by incursions into the imperial dominions, and overran the whole country south of the Narbada The ill-judged bigotry of Aurangzeb, in provoking by religious persecution the Rajput Princes of Malwa, favoured the cause of the Maratha invaders But it was chiefly during the weak reign of Muhammad Shah that the Maratha supremacy was extended.

Sahuji was released from captivity on the death of Aurangzeb; but on his return to the Deccan, he found himself opposed by his consin, Shivaji, and his aunt, Tara Bai He succeeded, through the ability of his minister, Balaji

A treaty appears to have been concluded with him in 1674, which is thus described by Grant Duff --

[&]quot;The treaty consisted of treasty Autoles, the substance of which the Mahrattae have preserved under four heads—"Parky indemndistants for the treats—as Rapper, while permission to establish factores at Rapper, while permission of the entertory; butyng and selling at their own prices, whost being habits to the impostion of faste states; a record, they more only to pay an import duty of a jet cent and validence failure, of the distinction, while the cent to be estimated—"Indiancy of the distinction, the Confidence of the Confidence of the distinction of the Confidence of the Con

Vishwanath, is recovering his rights Being addicted to ease and pleasure, Sahupi norunally the head of the Maratha power, established himself at Satara, of which place his successors became titular Rajas while the real authority and actual supremacs in the Maratha confederacy devolved on Balaji in whose family the office of Peshwa became hereditary, as offices moder the Maratha and evisually did

Balaji Vishwanath died in April 1720 and was succeeded by his son Baji Rao, who held office for twenty years. The armies of Baji Ruo ravaged Gajiard, and completely reduced Milwa of which province he was created Subadar by the Emperor of Delhi. Buji Ruo was suded in this by the policy of the Nizam, who wished to interpose the Marathas as a barrier between the Court of Delhi and his own possessions. After overrunning Bandelikhand and Hindustan and exacting a promise of chaint or a fourth of the resenne, of the Delhi Empire, Baji Rao returned to his southern possessions. He dided in 1740 on the banks of the Narbada when marching to renew his depredations in Hindustan. A year before his death the British Government concluded with him a Treaty (No. 1), which was principally of a commercial nature.

Baji Rao left three sons Balaji Baji Rao, Raghoba, and Shamsher Bahadur, an illegitimate son by a Muhammadan woman The last succeeded to the Peshwa's possessions in Bundelkhand, and his descendants became the titular Nawabs of Banda. Balan Ban Rao, commonly called Nana Sahib, succeeded his father in the office of Peshwa, after some opposition from Raghuji Bhousla and the Gaekwar and on his accession he went through the mock ceremons of receiving investiture from the hands of the nominal Raja, Sahu He was of an mactive disposition and entrusted his internal government to his cousin Sadashiv Rao Bhao and the command of his armies to his brother, Raghunath Rao or Raghoba In 1755 an Agreement (No II) was made with Balaji Rao for an expedition to reduce the power of Angria who had established his authority on the Konkan coast within the Maratha territory, and had become so formidable by his piratical depredations that the British Government found it necessary to take vigorous measures for his destruction in which they were willingly assisted by the Marathas The strongholds of the pirates and their treasure were captured by a combined force under Clive and Admiral Watson in 1756 On the conclusion of the expedition a Treaty (No Wil) was made with the Peshwa, which besides securing certain commercial advantages, excluded the Dutch from the trade of the Maratha domin ons, and gave the English possession of ten villages including Bankote.

In the time of Baji Rao, the Chiefs Sindhia and Holkar had risen from low position's to be the principal leaders of the Maratha armics under Raghoba The whole of Malwa was divided between them and a few jagirdars, of whom Anand Rao Puar of Dhar was the principal. The Maratha influence was now supreme at Delhi, where the dissensions of the court had invited their interference. In 1758 the Maratha conquests were extended as far as Lahore and Multan by Raghoba. But these aggressions provoked the fifth invasion of Ahmad Shah Abdali, at whose hands the Marathas sustained a disastrous defeat at Panipat, which for a time destroyed their power in northern India. This defeat was to some extent occasioned by a temporary exchange of functions between Raghoba and Sadashiv Rao Bhao. The Peshwa survived this disaster only a few months.

Nana Sahib was succeeded by his second son, Madhav Rao Balal, then 17 years of age, under the regency of his uncle Raghoba. Shortly after his accession, his territories were threatened by the Nizam, and the Peshwa became desirous to settle some existing disputes with the British, which had arisen in consequence of attacks made on the Sidi of Janjira, an ally of the British Government. The disputes were adjusted by Treaty (No. IV). Negotiations were also eptered into by the Marathas with a view to obtain military assistance from the British, but they were suddenly broken off-the Marathas having in the meantime come to terms with the Nizam.

Raghoba long endeavoured to keep Madhay Rao in a state of depend ence, but the talents and address of the latter enabled him to assume the administration, which he held for eleven years. He died in 1772 without issue The year before his death the influence of the Marathas was re-established in upper India by Sindhia, who overran Rohilkhand, detached the Emperor Shah Alam from alliance with the English, and replaced him on the throne of Delhi, where he held him in a state of tutelage.

The death of Madhav Rao nas followed by the murder of his brother and successor, Narayan Rao, and the usurpation of Raghoba. A revolutionary party was formed by the chief ministers of the State in favour of Ganga Bai, widow of Narayan Rao, who, after her husband's murder, gave birth to a son, Madhav Rao Narayan Ragboba, on the other hand, strengthened his position by negotiations with Sindhia, Holkar, and the British. Being deserted by Sindhia and Holkar, Raghoba was glad to purchase the assistance of the British by ceding Bassein, the island of Salsette, and other islands on the Dombay coast, which they had long, but unsuccessfully, endeavoured to obtain, and of which they had recently taken possession in anticipation of the places being occupied by the Portuguese. The arrangements made were reduced

on the 6th March 1775 to the form of a Treaty (No V) out of which arose the first Maratha War

The force sent to assist Raghobs gained some unimportant successes, which so pleased Raghoba that he presented to the English the districts of Hansot and Amod then estrated to preld Rs 277 000 a year But the successes of Raghoba were short lined. The Supreme Government in Bengal disapprored of the treaty with him declared it mixed and deputed coloned Upton to negotiate with the ruling ministerial purty at Poona. On the 1st March 1776 Colonel Upton concluded the Treety of Puranthar (No VI) but two of its articles were afterwards exactly by mutual consent, and an additional clause was added. This treaty established peace between the British Government and the ministerial parts and disolved the alliance with Raghoba who vainly attempted to maintain the alliance by offering to code the whole of Konkan and ten per cent of all the jagurs of the Maratha Empire.

In the meantume the munsterial party splt into two fuctions—one headed by Nana Farnavis and Sindhia in support of the young Peshwa, and the other by Moroba the cousin of Nana Farnavis who was supported by Holkar and the adherents of Raghoba at Poona By the vacillation of Holkar the party of Nana Farnavis ganed the ascendancy hana Farnavis not only obstructed the full liment of the treaty of Parandhar but was believed to have made a secret agreement with the French which endangered the possessions of the English in the west of India and as Morobas party invited the co-operation of the English it was resolved to make a new alliance with Raghoba on the terms of the treaty of 1775 but on the understanding that he was to be placed in poner merely as regent for the young Peshwa during his minority. The new Treaty (No VIII) with Raghoba was concluded on the 24th hovember 1778

The Bombay troops which were to establish Raghoba in the regency advanced towards Poons without wait in for the column which was marching to their support from Bengal under Colonel Goddard At Talegaon they were met by the whole Maratha force their retreat was cut off and they were compelled to subscribe the Convention of Wargaon (ho VIII) By this the whole of the territory acquired by the Bombay Government since the clarif of Marhay Rao Balal was suscendered and the British urmy was allowed to retreat after giving two hostages for the fulfilment of the engagement. The valid by of this convent on was disavowed and Colonel Goddard, who reached Bombay early in 1779 was instructed to endeayour to negotiate

peace with the Poona State on the terms of the treaty of Purandhar, but with a provision for the exclusion of the French from Maratha territories

Negotiations were continued for several months, but eventually hosts lities were commenced, as the Marathas insisted on the restoration of Salsette and the surrender of Raghoba as preliminaries to any treaty After obtain ing some successes in the Konkan and Malwa, the British Government received intelligence that a confederacy had been formed against them by Haidar Ali, the Nizam and the Marathas, and deemed it expedient to make proposals for peace. The Raja of Berar was detached from the confederacy. and a separate treaty was made with Sindhia, who agreed to use his influence to bring about a general peace. The negotiations resulted in the conclusion of the Treaty of Salbai (No IX) in 1782, by which peace was restored between the Peshwa and the English and their respective allies , the English were to abstain from giving any support or protection to Raghoba, who was to receive a provision from the Peshwa, all territories conquered from the Peshwa subsequent to the conclusion of the treaty of Purandhar were restored, the Nizam and Haidar Ali were to restore the territories they had taken from the English, and Sindhia became guarantee for the due fulfilment of the treaty by the contracting parties Raghoba survived the conclusion of this treaty only a few months. The interpreta tion of article 11 of the above treaty, relating to maritime intercourse, was defined by a supplementary Treaty (No X) on the 26th April 1783, which further provided that no protection should be given by either party to fugitives from the territory of the other

Haidar Ali diede in December 1782, but his son, Tipu, although professing acquiescence in the terms of the treaty of Salbai, continued the war with the English, and a new Treaty (No XI) was concluded in October 1783 between Sindhia and the English on the one part, and the Peshwa on the other, to enforce his submission in accordance with the 9th article of the treaty of Salbain Before the provisions of this treaty could be carried out, the Madras Government had made peace with Tipu by the treaty of Mangalore This treaty, which was concluded without the concurrence of the Peshwa the Marathas affected to consider a violation of the treaty of Salbai, but the ambitious designs which the leaders of the Marathas affected to consider a violation of the treaty of Salbai, but the ambitious designs which the leaders of the Maratha parties row began separately to entertain reconciled them to the arrangements which had been made

On the first appearance of a rupture with Tipu in 1790, Lord Corrudius directed his attention to an alliance with the Peshwa A Triaty (No XII) of offensive and defensive alliance was made, to which the Nizam

was admitted. The treaty of Seringapatam concluding peace with Tipu, put the Peshwa in possession of one third of the territories conquired from Tipu, yielding an annual revenue of 13,16,000 pagodas. After this, Harr Part, the commander of the Varatha army proposed to subsidie a British force for the purpose of reducing any refrictory, dependents of the Peshwa, but the proposal was rejected. The lealousy with which the Maratha powers now began to view the increased ascendancy of the British Government led the Peshwa to refuse the proposals of Lord Cortunallis for a mutual guarantee between the British Government, the Nizam and the Peshwa against the future aggressions of Tipu

The chief Maratha leaders had now become allies rather than dependents of the Peshwa Separate treaties had been concluded by the British Government with the Raja of Berar, the Gaekwar and Sindhia, and it is only in a confederacy of equals acting against a common enemy that the Maratha Chiefs again appear united. The independence of Sindhia was uritually recognised by the treaty of Salbar and his separate conquests in northern India and Malwa, although nominally held by him as deputy of the Peshwa, gave him full control over the court at Poons.

The young Peslwa, Madhav Rao, died on the 27th October 1795, and his death was followed by dissensions which threatened the dissolution of the Maratha confederacy. These dissensions resulted in the establishment of Baja Rao, the son of Ragboba, as Peslwa through the mistrary power of Davids Rao Sindha, who used his ascendancy among the Maratha Chrefis to defeat the negotations of the British Government for an alliance with Poona. After the fall of Serungapatam in 1790, a share of the conquered territories of Mysore, yielding 2 63 too pagodas was offered to the Pesliwa, on condition that the grant should form the basis of a new treaty similar to that which the British Government had concluded with the Nizam. But ander the influence of Sindhat the offer was rejected, and the territory was divided between the British Government and the Nizam.

In the war which broke out between Sindha and Holkar in 1801, the united forces of Sindha and the Peshwa received a severe defeat on the 25th October 1802. The crisis was opportune for the re-establishment of British influence at Poona, and overtures for a subsidiary force made by Baji Rao, who hald ited irom Poona on Holkar's approach were favourably received On the 31st December 1802 the celebrated Treaty of Bassein (No XIII) was signed. By this the Peshwa undertook to receive a subsidiary force of six battlylous with gues and to cede for their payment territory of the value of Rs 26 00,000. The Peshwa was to refer to the British Government all

his disputes with the Nizam, and his claims against the Gaekwar, and was to be restored by the British Government to his full rights as head of the Maratha confederacy A portion of the territory thus ceded was afterwards exchanged for part of the Peshwa's possessions in Bundell hand and this arrangement was embodied in supplementary articles to the treaty on the 16th December 1803 Ban Rao was re-established at Poona on the 13th May 1802 Holkar fled on the approach of the British force, and Sindhia, after hesitatingly expressing his acquiescence in the arrangements to be made under the treaty of Bassein in which he saw the destruction of his scheme for obtaining control over the Poona Government, changed his plans, and formed a league with the Raja of Berar to defeat the treaty. The campaigns against these Maratha Chiefs in 1803, and Holkar in 1805. completely broke up the Maratha confederacy, and established once for all the supremacy of the British power in India. The territories then conquered from Sindhia and the Raia of Berar were distributed between the British Government, the Peshwa and the Nizam, by the partition Treaty of Poona in 1804 (No XIV) The Peshwa's share was the city and province of Ahmadnagar

For many years nothing occurred to interrupt the friendly relations between the British Government and the Peshwa, although the latter was somewhat dissatisfied with the terms of the settlement of his claims over the petty jamidars within his dominions, by which his power to oppress them was limited, and they were guaranteed in their territories so long as they fulfilled their original engagements to the Poona State But in 1815 difficulties arose from the treacherous conduct of the Peshwa and his minister Trimbakii Denglia By the treaty of Bassein the British Government was constituted the arbitrator between the Peshwa and the Gaekwar For the settlement of the heavy claims of the Peshwa, which were brought forward in pursuance of a scheme to revive the old Maratha policy at which Baji Rao began to aim, the minister of the Gaekwar, Gangadhar Shastri, a staunch friend of the British Government, was invited to Poona under a guarantee from the British Government of his personal safety. He was there assassinated at the instigation of Trimbakii, the Peshwa himself not being above suspicion of participation in the crime Bair Rao was compelled to surrender his favourite minister, who was imprisoned in the fort of Thana Trimbakii escaped in September 1816, and was concealed by the Peshwa, who, while pretending the greatest zeal for the friendship of the British Government, was making extensive preparations for war, and had opened negotiation with Holkar, Nagpur, and the Pindaris When these facts were discovered.

the Peshwa was informed that he had grossly volated his engagements, the subsidiary force was marched upon Poona, and Baji Rao was required to surrender three of his strongest forts, and to subscribe a Treaty (No XV) dictated to him by the British Government. The principal provisions of this treaty were obligations to seize and deliver up Trumbakji, to code lands in lea of the contingent marrianed under the treaty of Bassem, to compromise his claims on the Gaekwar to acknowledge the settlements made with the subordinate jagridars in 1812 and to abstain from diplomatic intercourse with foreign powers.

The system of non interference which the Government followed in Central India and Malwa greatly strengthened the Pindari hordes, and in 1816 their inroads into British territory made necessary a change in the policy of the British Government The Pindaris looked much to the support of the Maratha Chiefs, but Sindhia was detached from their cause by the treaty of 1817, Amir Khan was gained over by being guaranteed in his territories, the force of Holkar was broken in the battle of Mahidour, and after a harassing war the Pindaris were completely broken up, and their Chiefs were forced to surrender unconditionally. In the meantime Ban Rao, smarting under the humiliation to which he was subjected by the recent treaty, took advantage of the Pindari war to break off his connection with the British Government. On the 5th November 1817 he suddenly attacked and plundered the Residency at Poona After a desultory campaign, Baji Rao was reduced to the utmost distress, and in May 1818 offered to throw himself on the generosity of the British Government He accepted terms (No XVI) by which he resigned his sovereign power, and agreed to reside at some place on the Ganges, receiving an allowance of Rs 8,00,000 a year Bithur, near Camppore, was selected as his future residence. The residents within the lagir which was assigned to him at Bithur were exempted from the jurisdiction of the ordinary civil and criminal courts of the country by Regulation I of 1832.

Day Rao died on the 28th January 1851. He bequeathed all his property to his adopted son, Dhondo Pant Nana, who was recognised by the British Government as his her. No portion of the pension granted to Enji Rao was continued to his family. The jagir at Bithur, however, was continued to the third of Dondo Pant, but the residents were made subject to the ordinary civil and cruminal courts. Dhondo Pant was the notorious Nana Sahib, who presided at the massacre at Cawopore and took a leading part in the rebellion of 1852.

No. I.

TREATY with the MAHRATTAS in 1739.

ARTICLES of AGREEMENT between STEPHEN LAW, GOVERNOR of BOMBAY, &c., on the part
of the HONORABLE ENGLISH
EAST INDIA COMPANY, and
BAJEEROW, PUNDIT PURDAN,
or first MINISTER of the MOST
SERENE SOU RAJAH, JULY
1739, or 1140, GENTOO STYLE.

STIPULATIONS; between the GOVERNMENT OF BAJLEROW, PUNDIT PURDAN, in the year 1140 of the GENTOO STYLE (ANNO DOMINI 1739) and the HONORABLE STEPHEN LAW, GENERAL Of the port of BOMBAY, delivered to CAPTAIN INCHBIRD, his DEPUTY in BASSEIN.

ARTICLE 1.

The English shall only issue passes to the Company's vessels, the merchants or servants, dependents, belonging to the island of Bombay, or other places where the English have settlement; and the English shall not interfere with Bajecrow's fleet, nor give convoy to foreign vessels, save that if two or three vessels should accidentally fall into company with the English, in such case Bajecrow's fleet shall not molest them.

The English shall give their pass and colours to the vessels belonging to the port of Bombay, to the Company, or other merchants, as customary, but not to vessels belonging to those of foreign ports, who, taking pass from our Government, may havigate and carry on their trade freely. Those who shall not take our pass shall be chastised by us, and the English shall not oppose the execution. The English Government shall not, as aforesaid, give their pass or colours to foreign merchants. or convoy vessels belonging to foreign ports not having passes from this State. Our fleet will not harm two or three vessels belonging to foreign ports, if by chance they come under convoy of the English fleet whilst they continue under that convoy.

ARTICLE 2.

The English, nor their subjects or dependents, shall not freight or put their effects on board any vessels not provided with passes from Bajeerow; but if any unavoidable necessity obliges

The English shall not freight their effects, or those of their jurndiction, on vessels not having passes from this State, and shall only freight those that have our pass; but in them to the contrary of this, in case of such effects being seized by Bajecrow a fleet, they shall be restored to the owners, they proving their property therein

ARTICLE 3

The English will not lay any re straint on the inhabitants of other countries that have taken refuge in Bombay, in the war time, let them be coolies, carpenters, or other caste whatever, from returning to their abodes with their effects and gallivats

ARTICLE 4

The English will furnish two fight ing gallivats, if required, to give convo. to the fishing gallivats of Bajecrow. carrying goods or provisions, in their passage to and from Mahim and Ver sova

ARTICLE 5 The English will grant free license for the export of all goods and com modities whatever, for the service of Bajeerow, and a free trade to the merchants of his country, in all sorts they may want, as fron, lead, brim stone, saltpetre, dammar, tar, sail cloth, cor, and others (excepting artillery, balls, powder, and shot), they paying the customary duties Such things as have not before been used to pay export duty shall continue free of any as before In like manner Bajeerow shall permit the English and their merchants the free trade of his country and liberty of export of goods and provisions, paying the

case of such a freight through pure recessity, and the effects should be seized by our fleets, on proof being made that they belong to the I nglish or their merchants, they shall be restored and delivered up

The Fuelish shall lay no restraint on the inhabitants, coolies, carpen ters, and all castes of people belonging to the jurisdiction of Bassein up to Demaun and other places what ever, that retired to Bombay, but shall let them come away with their effects and gallmats

The fishing gallivats that carry provisions or goods to and from Versova shall be convoyed in their passage, coming and going, between Versova and Mahim, by the English

All sorts of merchandize or goods (except artillers, powder, balls and shells) that the State may want, such as iron, lead, brimstone, saltpetre, dammar, corr, cloth for sails and other sorts, shall be freely sup plied us and there shall be, in no wise, any impediment given to the merchants of this jurisdiction in their procuring the above sorts, or denial from the merchants or the Company , and when exported they shall only pay the customary duties that such goods have been commonly rated at, and they shall pay no customs on those that were not before hable to any In the same manner there shall be no impediment given the English, the Company, or their merchants in their buying any goods or provisions from this jurisdiction, or exporting the same, paying the customs

ARTICLE 6.

The English will preserve their dominion of the river of Mahim, as it was granted them by the Portuguese. All the merchants' sessles and ishing gallivats belonging to Bajeeron's Government shall have free passage through the said river, and five or ten sepoys, with their arms, shall be allowed to pass, being on board merchant vessels, on any service, or employed to bring intelligence.

All the command and dominion which the Government of Bombay has in the river, from Mahim to Bombay, since the time it was delivered to them by the Portuguese. shall be preserved in the same manner as has been practised from the beginning All other commands dominions they may increased since, by means of their power, shall not be allowed They shall grant free passage through the said river to all merchant vessels and fishing gallivats that carry goods to and fro fexcept those belonging to our fleet). They shall suffer five or ten sepoys to pass with their arms. that may be in the said vessels, on any service, or sent to bring intelligence

ARTICLE 7.

The English will not assist any of Bajeerow's enemies, though in friend-ship with them, with any other or more of the sorts than what they engage to supply Bajeerow's State with; and Bajeerow shall observe the like agreement with the English.

The English shall not give assistance of any sort to the enemies of this State, though they may be their freinds

In like manner, we will not assist the enemies to the English. All the sorts they supply this State with, they may furnish others as they please, excepting munitions of war.

ARTICLE 8.

Any person belonging to the English or Bajecrow's jurisduction, that shall go over to either Government, such Government shall oblige him to make autisfaction to instructions. Yi a stave, he shall be delivered up by compulsion.

Any person, of their side, taking refuge under either Government, let him be merchant or in pay, and owing or carrying money away with him, when excelored of such vectors, shall go where he is and proving the debt by the arbitration of five persons, the money shall be delivered to the owner, and the person such shall have liberty to go freely where he pleases; but if a slave he shall be delivered up by force.

ARTICLE o

Any ressel belonging to the English or Bajerow that shall be driven by stress of weather, or other accidents, for shelter on the coast of either pursicution, all possible assistance shall be given for the refittal, but if stranded or wrecked on either shore, half of the cargo and vessel shall belong to the Government, and the other half be reserved to the owner

Any vessel, great or small, belonging to either Government, that by stress of weather shall be driven for shelter to the coast under either jurisdiction, shall receive all possible assistance, and the masts, yards, and apparel that may have suffered be refitted, and proceed freely on her But in case the Company's or their merchants' effects shall be shipwrecked on any place of our jurisdiction, one-half shall be restored to the owners, and one-half shall remain to the State. In like manner the effects on board any vessels of our jurisdiction that may be lost at Bombay, shall be divided, half to the Company and half to the owners

ARTICLE 10

The fleet of Bajeerow shall not attempt any vessel, though not provided with his pass, within the limits of the stakes at Mahim, in a direct line to the mouth of the harbour, within the distance of a koss, or a koss and a half, from Underee on this side

Our fleet will not harm any vessel navigating without a pass from this State, from the stakes at Mahim, in a direct line to the bar at the mouth of the harbour, within the distance of one koss, or one koss and a half, from Underee this way.

ARTICLE 11.

Bajectow's fleet shall, by no means, hurt or molest the fishing gallitats, or other resels belonging to the English or their subjects, in their navigation of these seas. In like manner Bajectow's fishing gallitats, and other reseals belonging to him or subjects of his State, shall not be hurt or molested by the English fleet.

Our fleet will, by no means, molest any of the fishing gallwats, or other vessels belonging to Bombay, navgating these seas. In like manner our hishing gallwats, and other vessels of our jurisdiction, shall not be molested by the English fleet.

ARTICLE 12.

Bajecrow's fleet shall pass and repass freely by the har, or in the river, at the mouth of the harbour; and in case of touching at Bombay for watering,

The fleet of this State shall go in and out of port freely, and if, at any time, it should repair to Bombay for watering, and stay some time they shall have friendly treatment. In like manner the English fleet shall have reception and assistance in the ports of Bajeerow's jurisdiction.

, ARTICLE 13.

The English will give no let or molestation to the merchant vessels laden with goods of the merchants under Bajeerow's jurisdiction, passing to and from the Rivers Negotan, Penn, and other ports: but in case of any of the said vessels importing at Bombay, and landing their effects, they shall pay the port duties there, it shall meet with assistance there. In like manner we will assist and supply the English fleet arriving at any of our ports.

There shall be no impediment on the part of the English to our own merchant vessels, laden with goods belonging to the merchants of our jurisdiction, and that go or come from sea into the Rivers Negotan, Penn, and other ports; but it any such vessels go into Bombay, and unload their goods they shall pay the customs. Horever, in the river, there shall no harm whatever

be suffered to be done to such merchant vessels by any power

ARTICLE 14.

whatever.

The merchant vessels belonging to the English land their subjects shall have tree leave to purchase in the Rivers Negotan, Penn, and other places, provisions and all sorts of merchandize, and export the same paying the customs, and on the part of Bajecrow there shall be no impediment.

These fourteen Articles shall be observed without failure,

The merchant vessels of Bombay may, in the rivers of Penn, Negotan, or other whatever, purchase freely proxisions, or other sorts of goods, and export them, paying the customary duties, and, on the part of this State, no impediments shall be given them.

These fourteen Articles, I (Chimnajee) have consented to, and they shall be observed without failure. Let this be made manifest.

The 16th of Rabillicar (or 12th July).

Confirmed by the Bombay Government on 20th July 1739

No II

ARTICLES of AGREEMENT for an expedition against TOOLAJEE ANGRIA, settled in MARCH 1755, by the HON'BLE RICHARD BOURCHIER ESquire GOVERNOR of BOMBAY, in behalf of the Honorable East India Company, and RAMAJEE PUNT, SOOBADHAR in behalf of his master, NAMA (BALAJEE BAJEE RAO) PUNDIT PURDAN, GENERAL of the MAHRATTAS

1st —That all the Marine shall be immediately under the command of the English and the management of all affairs, both by sea and land, carried on by the approbation of both parties

and—All vessels whatever that may be taken from Toolajee (Angria) shall be equally divided between the English and Mahrattas, except the Restoration, which is to be the sole property of the English

3rd—Bankote and Himmutgur with the river belonging thereto, and with five villages to the southward of said river, to be delivered to the English as the Honorable Company's property for ever, and the Mahrattas not to levy any additional inland duties

4th—The English engage to keep the sea, and prevent Angua's fleet from throwing succours into any place that may be attacked, but at this season only Scovuridore Honorage and Maria and Barriera and Maria an

season only Scovurndoorg Unjunwel, and Vijidoorg

5th —All ammunition, guns and other stores that may be taken in the

several lorts in Angria's territories to belong entirely to the Mahrattas of the HI Manajee's territories are jointly attacked, the Fort of Khandere with its harbour to be dehivered unto the Honorable Company, with the Villages Rivans, Runjunkhar, Sarul Shamy, Mandten, Kolgaon, Donbaren,

7th—Any other Articles that may be necessary to be agreed upon to be settled between the Governor and Nana Pundit Purdan

Confirmed by the Government of Bombay on the 19th March 1755.

No III.

TREATY with the MAHRATTAS, dated the 12th of October 1756

ARTICLE 1

That the Mahratta Government will never permit the Dutch to settle or come into their dominions, but, on the contrary, issue express orders to prevent their carrying on any trade therein

ARTICLE 2.

As an Article regarding Mahim River was included in the Treaty made in the time of the deceased Bajeerow, and it having been represented that the Bundora coolies have of late begun to set up new fishing stakes, which they ought not to have done in that River, the Mahratta Government do hereby oblige themselves not to permit thereof in future.

ARTICLE 3.

As Bankote and Himmutgur have been delivered to the Honorable Company the Mahrattas do, by these presents, give them the following villages towards defraying the expenses thereof, and which are to remain the said Honorable Company's property for ever, and of which they are to be put in possession, without further delay, viz, Vilass, Bag, Manly, Veswee, Chepolee, Coodook, Pundarree, Panam, Dasgom, and Comela.

ARTICLE 4.

It having been a custom, during the Governments of Angria and the Mahrattas at Bankote that the Seeddees received a chouth, or quarter part of the customs, the Mahrattas engage to satisfy the Seeddee in this particular, and that the Honorable Company do not meet with any embarrassment concerning it, nor concerning the royality of this rive, which is hereby given and made over to them for ever In case the Seeddee should dispute complying with the foregoing, the English declare it should not retard the compliance with what may be mentioned in these Articles concerning the delivery of Ghreeah.

ARTICLE 5.

Customs are to be levied by the Mahrattas on goods which pass up the river of Bankote only at Gorgom and Marr, and not any let or impediment in any of the intervening places in the said river of Bankote

ARTICLE 6.

As Dasgom is a pass for the Vunjarrahs, or country merchants, the Mahrattas engage that such goods as are carried that way to Marr, either by the river or by land, shall not pay any duties there, but only the usual nickolla.

ARTICLE 7.

All such subjects and inhabitants of Banhote, Himmutgur, and its dependencies, as, on account of the dispute with Augria, retired to the Mahratta territories, shall, if they are content so to do, be allowed to return to the English without any impediment from the Mahratta Government; and other that in future may leave the English are to be permitted to return again, if agreeable to them, in the manner above mentioned; and such subjects as shall leave the Mahratta Government and retire to Banhote shall have the Mahratta Government and retire to Banhote shall have liberty

to return to the Mahrattas again on their agreeing with them, and in such case the English will not impede them

ARTICLE 8

The Mahrattas may export from the river of Bankote, annually, for the use of their southern forts, etc., grain of all kinds, to the value of forty thousand (40 000) Rupees, and it shall be free from customs at Bankote They shall also have liberty to export, custom free, such salt, rafters, small timbers, etc., as their may want for the use of their Sircar or Government; and in consideration thereof the Honorable Company's goods, to the amount of one hundred and fifty thousand (1,50 000) Rupees, shall annually, in like manner, be free from all customs as far as Poona, upon Dakhlas, or certificates, being produced on both sides

ARTICLE 9

No additional inland duties whatever to be levied on the English goods by the Mahratta Government, but only the Rabadaree Customs

ARTICLE 10

Junardow Buttol Phudness Mabagom, with Balajee Bajeerow, Pundit Purdan, has a patrimony, in Velass, of one garden and fifteen beegahs of batty ground, which is to remain with him, in heu or in consideration of which Nandgoa Compra is granted to the Honorable Company

ARTICLE 11

The Dutch goods will not be permitted to be landed at Rajipore, nor their tades suffered to be carried on there, concerning which the Mahrattas will give proper orders and the people under the Mahratta Government are not to trade at Rajipore, but it disputes arise with the Sceddee this is to be no obstacle to the delivery of Ghereala, as will be mentioned in a subsequent Article.

ARTICLE 12

The Brahmins, inhabitants at Hurrasecar, and others that will pass to and from thence on pilgrimage, are to be free from paying customs, in regard to the necessaries that they may have for their own use, or to perform their ceremonies, but this does not extend to merchandize

ARTICLE 13

The Mahratta Government to carry grain of all kinds, timber, wood, etc. according to the custom formerly observed, but as to the power of the river, it is to be carried on agreeable to the Articles of this Treaty.

ARTICLE 14.

The Fort of Eswant Gur is to be entirely demolished, and the English, on their parts, are not to make any forts or fortifications within the nine villages, nor by the river In like manner, the Mahratta Government are not to make any by the river of Bankote, or in the villages belonging to them. This Article, however, is not to evempt the English from building such houses and warehouses as they think proper in the villages belonging to them.

ARTICLE 15.

As all the royalty of Bankote and Himmutgur is with the English they are to take care, as much as in their power lies, to prevent the enemy prejudicing the Mahrattas through that river

ARTICLE 16.

Ghereah Fort to be delivered within twenty-four days after the departure of the English gentlemen from Poona, together with such guns, balls, stores, etc., either of the fort or fleet, that the captors left for the service of the garrison or otherwise, or did not themselves sell, but the stores, ammunition, etc, that properly belong to the Honorable Company they are to carry away with them The officers of Toolagee are to go where they please; and if his family (wife and children) should be desirous of returning to him the English will not impede it, but grant them free liberty so to do: and the Mahratta Government engages that Toolajee Angria shall have no place given him nor any power below the Ghaut Balajee Bajeerow Pundit Purdan is to send an officer of credit with the English gentleman, who is to proceed with one of the Council from Bombay to Ghereah, which person belonging to the Mahratta Government, is to have in his possession the proper Sunnuds and orders regarding the delivery of Bankote and its villages: and when the Mahratta people and colours are got into Ghereah, and the English ready to go out, he is to deliver directly the said Sunnuds and orders for Fort Victoria (or Bankote) and its several villages, to the English Councillor, and then return with that gentleman to Bankote directly to see Nana's orders are effectually executed in regard to the villages.

ARTICLE 17.

These articles being concluded and agreed upon by both parties, they are to act conformable thereto, in consequence of which all disputes are to subside, and no claims are to be made by the Mahratta Government on the Honourable Company to the date of these presents.

ARTICLE 18.

All Treaties hitherto made between the Mahratta Government and English are to be observed and maintained inviolable by both parties agreeable to the tenor of them

YOL, YI.

The foregoing Articles being agreed to by us, and accepted of by us we do in confirmation thereof affix to these presents the scal of the Honor able United English East India Company and do attest the same with our own proper names in Poona, the day and year above written

(Sd.) THOMAS BYFELD (...) JOHN SPENCER

No IV.

ARTICLES of AGREEMENT made with SEURAM PUNT TATIAH, in behalf of MADARAO BALAJEE, son of BALAJEE BAJEE-ROW, PUNDIT PUNT PURDAN, dated the 14th of September 1761.

ARTICLE 1

That such of the Mahratta officers who have presumed to stop any Pattamars, and obstructed the business of the English by any impediments whatever shall be reverle punished for such their offences and to prevent their ke happening again in future strict orders shall be issued immediately for that person which if not found sufficient to answer that end, the English are to requant Madrano thereof and if redress is not obtained in reasonable time, if the English then take satisfaction of such offenders in whatever the two Governments with the strict of freedship between the two Governments.

ARTICLE 2

That ample satisfaction shall be made within two months from the date hereol, to all merchanis tranding under the Honorable Company's protection who have suffered in their property by any unjust or illegal actions of the Markatta officers or subjects and any place shape or manner wil atterer, and rigid orders issued that all assistance be afforded in future to any vessel or vessels in distress, having Englah colours or passes without subjecting the commerce or proprietors thereof any impediments under the pretence of their and such trid ag misfortunes. Whereas no vessels are to be deemed wireds and such trid ag misfortunes whereas no vessels are to be deemed wireds when the Mahatta officer and the people of the vessels are to go in a sung all that is possible, which must be lodged in secure wirehouses, and then one half of what is so saved shall belong to Maharino and the other half

ARTICLE 3

That all Europeans and natives either soldiers, scamen, or others in His Britannic Maiesty's or the Honorable Company's pay, who may

hereafter desect from Bombay, shall be immediately secured, and returned to the nearest English settlement to such place where they may be apprehended upon landing in any part of the Mahratta country, the Governor having promised all such a free pardon and to pay any reasonable charges that may be neared on the occasion. In like manner shall be delivered up all deserters, in the English pay, from Surat, on their being known, or immediately on receiving notice of them, within the Mahratta limits, it not being in their power to speak more positively with respect to those of Surat, as the country thereabouts is open and numbers go through it without being known. It is also agreed that whatever people, Europeans of all nations excepted, who are in the service of Madarao and may desert therefrom to the English, shall be delivered up on the same terms and conditions

ARTICLE 4

That proper people shall be forthwith despatched for restoring the whole jurisdiction and territories of Rajapore to the Seeddees of Junjerah in the same condition and manner as they remained before invaded and attacked by Ramajee Punt, which country is not to be molested in future by any of the Mahratta officers or subjects,

ARTICLE 5

That all prisoners taken by the Mahrattas or Seeddees subjects of either Government and now in their possession, shall be sent to Bombay within one month from the signing of these Articles, and mutually restored by the Governor to their freedom, and all hostilities between the Mahrattas and Seeddees shall cease from this time

Lastly, that proper orders shall be instantly despatched to all the Mahatita officers, requiring them to show a due obedience to these Articles which are to be confirmed under Madarao's seal, and transmitted to Bombay with all possible expedition after the signing and sealing thereof, when a counterpart of the same is to be executed by the Governor and transmitted to Poona

In confirmation of all which I, Govind Seuram Punt Tatiah, have to this instrument interchangeably set my hand and seal (in behalf of Madarao Balajee Pundut aforesaid) at Bombay, the 14th of September 1761.

AN ADDITIONAL ARTICLE

As to what relates to the restoration of Underee Fort and the country appertaining thereto, is submitted to Madarao's generosity, in full expectation that he will deliver them likewise, or assign over, in lieu thereof, such lands belonging to him as will prove an equivalent thereto. The same day and year above written

No. V.

TREATS with RAGOBA,-1775.

Company.

ARTICLES of AGREEMENT and TREATY between the HONOR. ABLE WILLIAM HORNBY, ESQ. PRESIDENT and GOVER-NOR, etc., COUNCIL of BOMBAY, and of all its dependencies, on the part and behalf of the HONORABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and RAGONATH RAO BALLAJFE, PEISHWA, on the other part. Dated the 6th day of March, in the year of our Lord 1775 or the third day of the month Mohurrum and year 1189 (Hegira), Mahomedan style, or the day of the month and year 1170 Gentoo style.

ARTICLE 1.

The Treaty concluded between the Government of Bombay and Pajeerow Pundit Purdan, or first Minister of His Serene Highness the Sou Raja'i, dated July 1739, or 1140 of the Gentoo style, and that concluded on the part of this Government with Ballajee Bajeerow Purdan, dated 12th October 1756, or of the Mahomedan style 17th of Mohurrum 1170, are hereby ratified and confirmed in their fullest extent, according to the full and true intert and meaning of them, in the same full and ample manner, and in the same light in which they have hitherto been ever understood.

ARTICLE 2

All other Agreements subsisting between the Government of Bombay and that of the Mal rattas are hereby ratified and confirmed; and, after the Free ald d mert of Ragola in the Government of the Mahratta dominions, prace and tranquil ty s' all school between this Government in behalf of the Honorable Company and the Mai ratta Government.

ARTICLE 3

Ragola, on his part and on the part of the Mahratta Government, engages from this day forward rever, on any presence or in any manner, to about the enemote of the Henoralde Company in any part whatever of their E wishers in lord a and the Honorable the Governor in Council of Hombay En in the pike marner, engage rever to assist the enemies of Ragoba.

ARTICLE 4

The Honorable the President and Council of Bombay, in behalf of the Honorable Company, and in consideration of the undermentioned grants and cessions made by Ragoba to the Company, do hereby engage and agree, so soon as possible after these Articles of Agreement and Treaty are fully rati fied, executed, and confirmed on the part of Ragoba, to assist him with a strong body of forces, with proper guns and warlike stores as a field train of artillery, which are to join his army and act in conjunction with his forces against his enemies, the ministerial party. In the said body of forces shall be included no less than seven hundred (700) Europeans, and the whole shall not be less in number than two thousand five hundred men but at present only five hundred (500) Europeans, and one thousand (1 000) senors and lascars. with a proper and effectual number of guns, will be sent, and the rest, if wanted, afterwards

ARTICLE 5

In consideration of such effectual assistance on the part of the Honorable Company, Ragoba, as Peishwa and as Supreme Governor in the whole Mahratta Empire, doth hereby engage, on his part, to cede and make over to the Honorable Company, for ever, the undermentioned places and territories, and he doth accordingly, by these presents, make over the same to them in the most full, ample, and effectual manner and he doth, with these presents, deliver the necessary Sunnuds, granting in the fullest manner, all the present and future full right and title of the Mahratta Government to them, and, in case of the loss at any time of the Sunnids now delivered, these presents are, at all times, to be considered as such, and of full equal validity with any Sunnud whatever -

Bassein and the whole of its dependencies in its fullest extent, and all rents and revenues thereunto belonging, together with the fort or forts and everything belonging to the Poona Government in them

Salsette, the whole and entire island, with all the revenues of the different

places annexed to it as collected by Anunt Row and Ramajee Punt, lambooseer and Orpad, with the whole of their dependencies in their full

extent, together with everything belonging to the Poona Government in those The four following islands adjacent to Bombay, with everything belong

ing to the Poona Government therein, 212, Carania, Canary, Elephanta, and Hog Island

APTICLE 6

Ragoba also engages immediately to procure from the Guicowars a grant to the Company for ever, with all the necessary Sunnuds, of their share in the revenues collected by the Guicowars in the Town and Pergunnahs of Broach

ARTICLE 7

The Honorable Company are to be considered as the sole lords and proprietors, from the day of the signing of this Treaty, of all and every of the places ceded by the two last Articles, in the like manner as the Poona Government or the Guicowar Government were before considered, and are accordingly, from this day forward, to exercise every right and authority in those places and to receive every revenue which the Poona Government or the Guicowar Government before exercised or received

ARTICLE 8

Ragoba also engages faithfully to make good to the Company for ever the sum of seventy five thousand (75 000) rupees annually from his share of the revenues of Occlaser, which sum is to be paid by his Pundit, in two different payments, at stated periods

ARTICLE 9

Ragoba engages to pay in full, for the charges and expenses of the body of forces with which he is to be assisted consisting of two thousand five hundred men the sum of me hundred and fifty thousand rupes (1,50 coo) agree to accept without further account, and is to commence the day the proceed, he is only to pay a proportionable monthly sum (all the whole number of forces will not at first in eccessary men to be suffered to the proceed, he is only to pay a proportionable monthly sum, tull the whole force, monthly, and as security for the same, till his affairs will enable him to furnish once, which he promises to do as soon as possible he assigns by these presents the recursor of the following places: 21st —

Occlaseer, his remaining share after deducting what is before by these presents ceded to the Honorable Company

Ahmood and all its districts

Hansoot and all its districts Versaul and all its districts

But it is hereby declared that the revenues of these places belong to the Inorable Company no longer than all the amount of the monthly superad that may be due for the expresses of the Company's forces is fully discharged, when all furthr demands these four places are to be relinquished, and not his bight the Honorable the Governor and Council declare they accept those four Pregnanlas

ARTICLE 10

As it has been mutually agreed during the course of this negotiation, that the sum of six lakes of uppers should be deposited by Ragoba with the Agents of the Honorable Company, to be accounted for at the expiration of the service intended to be performed against his enemies the ministerial party, and Ragoba find or girls that time totally impossible for him to raise the sum to be deposited, those the duality of the other ways to the power, the contracting parties he mutually agreed to settle this point as follows.—That Ragoba shall make intended by deposite the point at Surat to the full value of six lakes of rupees, in jeweks, to remain in the

Honorable 'Company's possession till redeemed, which must be done as so as Ragoba's affairs will possibly admit. All this Ragoba faithfully and firm engages to perform and the Honorable Company to accept.

ARTICLE 11.

In case of opposition from any person or persons whatever to the Company's taking possession of all or any of the places hereby firmly ar effectually ecded to them, Ragoba doth engage to pay the expense that we be incurred by their gaining possession; to use effectual means to put the in possession; as well as to secure for them for ever the quiet possession all the revenues and places now ceded to the Honorable Company.

ARTICLE 12.

Should Ragoba make peace with his enemies, the Ministers, he firml and faithfully engages that the English East India Company shall be include in it to their satisfaction.

ARTICLE 13.

Ragoba doth also engage never to molest the dominions of the Honor about Company in Bengal He further engages not to make war or commit any depredations in the Carnatic so long as the last Treaty subsisting between the two Governments is adhered to by the Nabob.

ARTICLE 14.

In case it should happen (which God forbid) that any of the Company's ships or vessels, or the ships, ressels, or boats of any persons trading under their protection, should be shipwrecked on any part of the Mahrata coast every assistance shall be given by the Government and inhabitants to save as much as possible; and the whole that may be saved shall be returned, all reasonable expenses being paid by the owners

ARTICLE 15.

All the places ceded for ever to the Company by this freaty are to be considered as their sole right and property from the day this Treaty is signed; and this Treaty from that day is to be considered in full force just as if the expected services were fully accomplished, whether Ragoba shall make peace with his enemies or not

ARTICLE 16.

Immediately after the ratification of the aforegoing Articles, and after the jewels, to the full amount of six lables of Rupees, are deposited, and the security above mentioned given for the payment of the monthly expenses of the forces so long as they continue with Ragoba and till they return, all in the manner above-mentioned, the Governor and the Council engage that the Company's forces, agreeable to what is mentioned in the body of this Treaty, shall proceed from Bombay to join the army of Ragoba, and they trust, by

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the blessing of the Almighty, that they will quickly overcome his enemies, the ministerial party, and establish him at Poona in the Government of the Mahratta Empire

The foregoing Articles having been agreed to by the Honorable the President and Council of Bombay, who have empowered me to accept the same in their behalf, I do, in confirmation thereof, affix the seal of the said Honorable Company, and sign my own proper name thereto, in Surat, the day and year above written, and I do engage to procure a ratification of this Treaty, under the seal of the Honorable Company, and under the hands and seals of the Honorable the President and Council of Bombay within thirty

(Sd) ROBERT GAMBIER

We, the President and Council of Bombay aforesaid, having empowered Mr Robert Gambier to execute a Treaty with Rugonath Row Ballajee, Peishwa, in our behalf on account of the Honorable Company, of the foregoing tenor, which he has accordingly done of the date above mentioned, and the same having been signed to, ratified and confirmed by Rugonath Row Ballajee Peishwa and whereas by the last Article, it is covenanted and agreed that a ratification of the said Treaty shall be transmitted by us, under the seal of the Honorable Company, and under our proper hands and seals, within one month from the above date, these, therefore, are to certify that we hereby ratify and confirm the foregoing Treaty in all and every part testimony whereof we have caused the seal of the aforesaid Honorable Com pany to be hereunto affixed, and do now sign the same with our hands, and affix our proper seals thereto, this 16th day of March, in the year of our Lord

| | · · · · · · · · · · · · · · · · · · · | I OI OIII LOI |
|------|---------------------------------------|---------------|
| (Sd) | WILLIAM HORNBY. | L.S |
| (") | DANIEL DRAPER | L.S |
| (") | THOMAS MOSTAN | L S |
| (,) | BRICE FLETCHER. | L S |
| (") | WILLIAM TAYLER | L. S |
| | | |

By order of the Honorable William Hornby, Esq, President and Governor, etc., Council of H1s Majesty's Castle and Island of Bombay, and of all forts, factories, territories, forces, and affairs of the Honorable English East India Company on the west side of India and on the coast of Persia and Arabia.

(Sd) GEORGE SKIPP,

Secretary. L. S

List of Sunnuds for the undermentioned places given by Ragoba

Baieerow Purdon to the Honorable Company:--

| | Brough | t forward | . 8 | |
|--|--------|--|--|---|
| 2 Sunnuds 2 Ditto 1 Sunnud 1 Ditto 1 Ditto 1 Ditto | for | Bassein Salsette. Orpad. Jambooseer Broach. Caranja. | 1 Sunnud for 1 Ditto ,, 1 Ditto ,, 2 Sunnuds ,, 1 Sunnud ,, 2 Sunnuds ,, | Elephanta Canary Balsar Occlaseer. Hansoot. |

8 Sunnuds 16 Sunnuds.

TRANSLATE of five SUNNUDS from RAGOBA, for BASSEIN, SALSETTE, ORFAD, JAMBOOSEER, and BROACH, all included under No. 1.

To

THE DESSMOCK AND DESPANDY, OR TO THE PUNDIT

AND OMALDARS UNDER HIM.

I, Ragoba Bajecrow Purdan, having sent for a farce from the Company on y assistance, in consequence of which I have discharged the former Government from the said Pergunnals, and delivered the said Government to the English Company; therefore, you are hereby ordered to pay great submission and obedience, and give over the charge to the English Company.

Dated Zil-hitch the 11th, 1165.

Port 1

TRANSLATE OF five SUNNUDS from RAGOBA, for BASSEIN, SAL-SETTE, CARANJA, ELEPHANTA, and CANARY, all included under No 2

To

THE HAVILDAR AND ALL MANAGERS OF BUSINESS

Ragoba Bajeerow Purdan his compliments acquainting them that the castles of all these places have been given to the Company, you are, there fore, to deliver them the charge thereof and obtain a receipt for them

Dated the 11th Zil hitch, 1165

TRANSLATE of four SUNNUDS from RAGOBA, for OCCLASEER, HANSOOT, BALSAR, and AHMOOD, all included under No 3

THE GOVERNMENT OR OMALDARS

After complements

That I, Ragoba Bajeerow Purdan for and in consideration of the forces the Company have Bajeerow Purdan for and in consideration of the forces the Company have greed to pay them the sam of Rupess 1,50 occ every month therefore you are to pay them the revenues of your place and take the receipt for what you pay them, and the same is to continue till their demand is discharged

Dated the 11th Zil hitch, 1165

TRANSLATE of a SUNNUD from RAGOBA, for OCCLASEER, included under No 4

To

THE GOVERNMENT OR PUNDIT OF OCCLASEER
After compliments.

That Raçoba Bajecrow do command you to pay, out of the revenues of your flace the sum of Rupees 75 oco to the English Company annually, which is for the assistance they have more than the summand of th

Dated the 11th Zel hetch, 1165

TRANSLATE of a SUNNUD from RAGOBA, for AHMOOD, included under No. 5.

Tο

THE ZEMINDAR OR LANDHOLDER OF AHMOOD.

That I, Ragoba Bajeerow Purdan, do command you to pay the revenues of your place to the English Company, being on account of my agreement to pay them monthly for the assistance they have given me, which is to continue till the whole of their demand is paid, and till which time your place will be as if it was mortgaged to them.

Dated the 11th Zil-hitch, 1165.

No. VI.

TREATY between the HONORABLE the ENGLISH EAST INDIA COMPANY and the MAHRATTA STATE, 1776.

Poorunder, 1st day of March 1776.

Whereas differences have arisen amongst the Chiefs of the Mahratta State, and the Government of Bombay having taken a part therein by sending forces into the Mahratta dominions, which the Honorable the Government General and Council of Fort William disapprove, and being desirous of conciliating these differences, have determined accordingly to enter into such measures as may most effectually contribute to so desirable an end: The have for this purpose, therefore, authorized, deputed, and given full powers unto Lieutenant-Colonel John Upton, in the service of the Honorable the English East India Company, to conclude a peace between the Government of Bombay and the Mahratta State. And Colonel Upton, having accordingly arrived at Pootunder, has concluded a solid and firm peace, on the part of the English Company, with the Ministers, Siccaram Pundit and Ballajce Pundit, on the part of the Peishwa Row Pundit Purdhan and all the Mahratta Chiefs; and the following are the Articles of Convention which they have engaged into:—

ARTICLE 1.

Peace shall be established and take place from this day between the Honorable the English East India Company in general and the Government of Bombay in particular, and Row Pundit Purdban and his Ministers.

Siccaram Bapoo and Ballajee Pundit, on the part of all the Mahrattas: and the following Articles are to be observed involably by both parties:-

ARTICLE 2

The peace is to be forthwith proclaimed between the Honorable Company and the Mahratta State at the Presidency of Bombay and at all its dependencies, at the head of the English troops encamped at Mandavie and in every part of the Guzerta Province where there are British subjects The Mahratta Government will also order proclamations to be made throughout all their domainons

ARTICLE 3.

The Peishwa, Row Pundit Purdhan, and his Ministers being desirous of having Salsette and the small islands subdued by the English in this war restored to them, do offer to give in exchange a country of three lakhs of Rupees, with its choat, etc., in the neighbourhood of Broach. Coloned Upton having declared that he could not restore the said islands, it is therefore agreed that they shall reman as they now are, and that they shall write to the Hoonrable the Supreme Council of Fort William, and both parties engage to abide by their determination. If the Governor-General and Council of Fort William do not restore them, they shall continue in the possession of the English, and the Mahrattas will then give up all right and title to the said islands, should the Governor-General and Council of Calculta restore Salsette with the said islands, the English will accordingly deliver them over to the Peishwa.

ARTICLE 4.

The Mahrattas do agree to give to the English Company for ever all right and tills to their eatire share of the City and Pergunanh of Broach, as full and complete as ever they collected from the Moguls, or otherwise without retaining caim of chout, or any other demand whatever, so that the English Company shall possess it without participation or claim of any kind.

ARTICLE 5

The Mahrattas do agree (by way of friendship) to give for ever to the English Company a country of three complete lakhs of Rupees, near or adjoining to Broach, on which there is to be no claim of chout, or any other demand whatsoever. Two persons on the part of the Company and two persons on the part of Row Pundit Purdhant to proceed and determine the place and boundaries, when the Peishwa will give the Sunnuds.

ARTICLE 6.

The Peishwa and Ministers agree to pay to the Company twelve lakes of Rapecs, in part of the expenses of the English army in two payments, six lakes within its months of the date of this Treaty, and the other six lakes within twolycars of the same date.

ARTICLE 7.

The English do agree that every part of the Guzerat country ceded to the Company by Rugonath Row, or taken possession of by them, shall be forthwith restored with all the forts and towns thereunto belonging, except what is settled by this Treaty The country ceded to the English by Seagn or Futty Sing, Guicowar, shall also be restored when it is proved by their letters and copies of the Sunnuds granted by the former Peishwas, now in their (the Guicoware') hads, that they do not possess power or authority to make such cessions The Pergunnahs of Chickley and Coral, with the town of Veriow, three villages of the Pergunnah of Churessy, and the village of Batta Gang are to continue as pledges in the possession of the English atill the Sunnuds for the country of the three lakhs are made over. All Treaties and Agreements subsisting between the English and Rugonath Row are hereby annulled; and those of Seajee and Futty Sing, Guicowars, are to be also annulled when the above-mentioned proofs are produced; and these Treaties are to be destroyed in the presence of the Peishwa's Ministers when they come to hand.

ARTICLE 8.

The English do agree that the troops from the Presidency of Bombay are to be marched immediately into their own garrison and districts.

ARTICLE 9

It is agreed that Rugonath Row is to disband his army within one month of this date. His followers and adherents (except the servants about his person) are to separate within the same time, and proclamation is to be made by the Mahratta Government, granting a full pardon to all adherents and followers, and all such as have been in arms with Rugonath Row, the four following excepted, viz, Abajee Mahada, Noor Cawn Gardie, Toola Khidmutgar, and Kurrun Sing Chokydar, who for crimes and misdemeanors committed against the State, are for ever banished the Mahratta dominions.

ARTICLE 10.

If Rugonath Row refuses to disband his army the English are to withdraw their forces, and are not to assist him

ARTICLE 11.

The conditions of the ninth Article being complied with, the Peishwa and Ministers there consent to establish a household for Ragnansh Row, consisting of one thousand horse and some foot, who are to be paid and relieved at the pleasure of Government, but to obey all legal orders given them by Rugonath Row; also two hundred domestics to be chosen by Rugonath Row and paid by Government. They will also cause to be paid to Rugonath Row, to defray his other expenses, three lakhs of upwes per anum, by monthly payments, at the rate of twenty-five thousand rupees per month, conditionally that he resides at Cooper Gang, on the banks of the Gunga

Gudavery If at any time he may want to change his place of residence application is to be made to the Peishwa without whose permission such a change is not to take place and he is not to cause any disturbance or carry on improper correspondence with any person

ARTICLE 12

It is agreed that no assistance is to be given by the English to Rugonath Row, or to any subject or servant of the Peishwa that shall cause disturbances or rebellion in the Mahratta dominions

ARTICLE 13

The Peishwa Row Pundit Purdhan, and his Ministers, do declare that the chout of Bengal and its dependencies has, for time out of mind, been part of the jagbire of the Bounsello they therefore cannot withdraw it, but if the said Bounsello, or any of his descendants, or successors, or any other person, cause disturbances by claiming or demanding the chout on Bengal or its dependencies, they do engage never to assist them themselves, or permit any Mahratta Chief dependent on them or the Rajahship to give

ARTICLE 14

It is agreed that, in case of shipwreck of any English ships or vessels, or ships or vessels trading under their protection on any part of the Mahratta coast, every assistance shall be given by that Government and the inhabi tants to save as much as possible and the whole that may be saved shall be returned, all reasonable charges being defrayed by the owners. In like manner the English Company engage their assistance should any Mahratta ships or vessels be shipwrecked on any of their coasts

ARTICLE 15

The Treaties between the Government of Bombay and the Mahrattas dated July 1739 and 12th October 1756, are to be held and continued in as full force as when they were first entered into unless any Article or Articles of either of them should, in other manner, be provided for by this Treaty, in such case such Article or Articles are to be rejected, and those of this

ARTICLE 16

All other Treaties or Agreements subsisting between the Government of Bombay and the Mahratta Government, not having undergone alteration or otherwise provided for by this Treaty, are to be held and continued in as full force as when they were first entered upon

ARTICLE 17

It is agreed that, if Rugonath Row has lodged any jewels belonging to the Peishwa, Row Pundit Purdhan, in the hands of the English, they are to be restored on the obligation being complied with for which they were

ARTICLE 18.

The Honorable the English Company shall be considered as the sole lords and proprietors of all the places ceded by this Treaty from the dates of the respective Sumudos or Grants, and are therein, accordingly, to exercise their own laws and authorities And the Mahrattas are not to cause any disturbance in any of the ceded countries, nor shall the English occasion any disturbance in the Mahratta dominions,

ARTICLE 10

In the places hereby ceded to the Honorable Company, and in all the places restored to the Mahratta Government by the English, it is agreed, that both parties shall commence to collect the revenues thereof from the day on which they are delivered, and no demand of collection for any past time shall be made.

ARTICLE 20.

A copy of this Treaty, under the seal of Colonel Upton, shall remain with the Ministers of the Mahratta Government, and a copy shall be sent to Calcutta to be signed and seaded by the Honorable the Governor-General and Members of the Supreme Council of Fort William, and afterwards given to the Peishna.

(Sd) J UPTON.

The signature of Ballajee Pundit The signature of Siccaram Pundit (Here it is dated.)

(A translation.)

(Sd) *AR, M'PHERSON, Persian Interpreter.

Received the following letter from Colonel Upton.

GENTLEMEN,—It has been agreed between the Governor-General and the Peishwa and his Ministers that the following alterations and clause should be made in the Treaty. This has been accordingly done, and the Treaty finally signed and made over by both parties

I have the honour to be,

Gentlemen, with respect, Your most obedient, humble servant,

POORUNDER.) (Sd) J. UPTON.

(Sa) J. UPIO

26th May 1776.

The 13th and 17th Articles are omitted entirely, the 14th Article therebecomes the 13th and so on, and the 18th Article becomes the 16th, and so on

The co cl d ng words of the 7th Article, "and these Treaties are to be destroyed in the presence of the Pershwas Ministers when they come to hand, are also omitted

ADDITIONAL CLAUSE

Wherea it is declared by the third Article of the foregoing Treaty that the Persha a borr Pun It Purdan and his Unisters, being desirous of Fairing Salectic and it is mill islands subduced by the English in the late war restored to them do offer to give in exchange a country of three lakes of represe, with its choint, continued and Council of Fort William do not restore that if the Governo-General and Council of Fort William do not restore the children of the restored them they also continued to the possion of the English, and the said rich has a lost of the restored to the restored to the restored the restored to the restored the restored to the

POOL CADER, 22nd May 1776

(Sd) J UPTON

No. VII.

TREATY with RAGOBA,-1778.

Ragoba's Sices.



(Sd) EDWARD RAVENSCROFT, Secretary to the Select Committee

ARTICLES of AGREMENT and TREATY between the HONORABLE WILLIAM HORNBY, Esquire, PRESIDENT and GOVERNOR, and the SELECT COMMITTEE of BOMBAY, on the part and behalf of the HONORABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and RUGONATH ROW BAJEEROW PURDAN on the other part. Done and concluded at BOMBAY, this 24th day of November, in the year of our Lord 1778, and on the 3rd day of Jeelend Sookhursun Tessah Subein Miah-wa-Alluff, or year 1179, Mahometan style; or according to the Gentoo era, the 5th day of Marguashur Sood, in the year Vellamly, or 1700.

ARTICLE 1.

The Treaty concluded by Colonel Upton with Siccaram Pundit and Ballajee Pundit, Ministers in behalf of the Peishwa and the Mahratta State having been violated by those Ministers in almost every Article, the Governor and Select Committee of Bombay, with the sanction and concrence of the Governor-General and Council, do hereby engage, and agree, in behalf of the aforesaid Honorable Company, to assist Rugonath Row Bajecrow Purdan to the utmost of their power to put him in possession of Poona, and to place him in the Regency of the Mahratta Empire during the minority of Madarow Narrain, the infant Peishwa, hereby declaring that the true intent and meaning of this Treaty is not to alter the form of Government, or to interrupt the peace between the Honorable Company and the Mahratta State, but only to remove the administration out of the present improper hands, and to place in the Regency the person who has the justest title to that office.

ARTICLE 2.

Rugonath Row Bajeerow Purdan, on his part, doth hereby engage and agree to accept the office of Regent, which he is to exercise with full power during the minority of the Peishwa, Madarow Narrain, in whose name he further engages to continue the Suca and conduct the Government. But

VOL. VI.

The 13th and 17th Articles are omitted entirely, the 14th Article therefore becomes the 13th, and so on and the 18th Article becomes the 16th, and so on

The concluding words of the 7th Article, "and these Treaties are to be destroyed in the presence of the Peishwas Ministers when they come to hand," are also omitted

ADDITIONAL CLAUSE

Whereas it is declared by the third Atticle of the foregoing Treaty that the Peishva Row Pundit Perdan, and his Ministers, being desirons of hiving Salectic and the small islands subdued by the English in the late was restored to them do offer for give in exchange coming of three lashs of rupees, with its choot, etc. in the new that of the Booch. "and further that "if the Governor General and council of the Decach," and further that "if the Governor General and subsection of the English, and the sate them they shall continue in the Joseph Silvers will English, and the safe and the Salectic Caranja and his Ministers will be then eve up all grad title to the said slands." The said Governor-General and Coural hereby declare their intention and resolution and to retainquish the said islands of Salectic Caranja Elephantia and Hoz, or to accept the territory forced in exchange for those islands and the said islands are accordify to remain for ever in the possession of the English by sittle of the present Treats.

POORUNDER,
22nd May 1776

(Sd) J UPTON

No VII

TREATY with RAGOBA .- 1778.

Ragoba's

Company's Seal.

(Sd) EDWARD RAVENSCROFT, Secretary to the Select Committee

ARTICLES of AGREEMENT and TREATY between the HONORABLE WILLIAM HORNBY, Esquire, PRESIDENT and GOVERNOR, and the SELECT COMMITTEE of BOMBAY, on the part and behalf of the HONORABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and RUGONATH ROW BAJEEROW PURDAN on the other part. Done and concluded at BOMBAY, this 24th day of November, in the year of our Lord 1778, and on the 3rd day of Jeelend Sookhursun Tessah Subein Miah-wa-Alluff, or year 1179, Mahometan style; or according to the Gentoo era, the 5th day of Marguashur Sood, in the year Vellamly, or 1700.

ARTICLE 1.

The Treaty concluded by Colonel Upton with Siccaram Pundit and Ballajee Pundit, Ministers in behalf of the Peashwa and the Mahratta State baving been violated by those Ministers in almost every Article, the Governor and Select Committee of Bombay, with the sanction and courrence of the Governor-General and Council, do hereby engage, and agree, in behalf of the aforesaid Honorable Company, to assist Rugonath Row Bajecrow Purdan to the utmost of their power to put him in possession of Poona, and to place him in the Regency of the Mahratta Empire during the minority of Madarow Narrain, the infant Peishwa, hereby declaring that the true intent and meaning of this Treaty is not to alter the form of Government, or to interrupt the peace between the Honorable Company and the Mahratta State, but only to remove the administration out of the present improper hands, and to place in the Regency the person who has the instest title to that office.

ARTICLE 2.

Rugonath Row Bajeerow Purdan, on his part, doth hereby engage and agree to accept the office of Regent, which he is to exercise with full power during the minority of the Peishwa, Madarow Narrain, in whose name he further engages to continue the Sicca and conduct the Government. But

Rugonath Row Bajeerow Purdan having expressed his doubts of the legitimacy of the Peishwa Madarow Narrain, the Governor and Select Committee of Bombay do hereby engage, on Rugonath Row Bajeerow Purdan his strong solicitation to request explicit orders from the Company, whether in case he should prove to their satisfaction that the child is supposititious, they will place him in the Peishwaship, which, on such proof will be his unquestionable right and whether, in case the child should prove to be really the son of Narrain Row, they will guarantee him an equal division of the Government and country on the Peishwa's attaining to the age of seventeen agreeable to what Rugonath Row Bajeerow Purdan says he is entitled to by his birth right according to the Gentoo Law

ARTICLE 3

The Governor and Select Committee of Bombas do hereby stipulate, and Rugonath Row Bajeeron Purdan, for their satisfaction, and that his npright intentions may appear mamifest, doth hereby engage and agree that the person of the Peishwa, Madarow Narram, shall be kept under the charge and custody of such persons as may be agreeable to the Select Committee, who wish that the child may be committed to the charge of Pernetty thoy, if she will undertake the charge, and, in such case the Matchy of Poorunder, where the child is kept, must be guarded with a party of the Company's troops, and Rugonath Row Bajeeron Purdan may party of the Company's troops, and Rugonath Row Bajeerow Furtual managery a chowkey on the outside of the gate, to see that no improper persons be admitted but no person whatever must have admittance to the childs presence without the permission of Perwettybhoy In case Perwettybhoy should refuse to undertake the charge, the child shall be put under the cure of any of his relations on the mother's side but should all these decline the trust the child shall then be disposed of in such manner as may be deemed most advisable for his security and for the honour of the

ARTICLE 4

Moraba Furnesse, Butcheba Pronder, and Tookajee Holkar having mysted Rugonath Row Bajeerow Perdan to fake upon himself the Govern ment as Regent, and promised their assistance, Rugonath Row Bajeerow Pardan doth hereby engage, upon condition of their performing their promises to his and the Select Committee's satisfaction, and behaving like authful obedient servants, that he will show favour to them, according to their ranks and services, in settling the offices of Government, and that their

ARTICLE 5

The Governor and Select Committee engage not to interfere in the appointment or nomination of the officers to the forts, army, artillery, or appointment of monagement of the Government, provided nothing be revenues, or in the management of the covernment, provided nothing we done to breach of any of the Articles of the present Treaty Rugonath Row Bajeerow Purdan, on his part, faithfull) promising to observe the terms

mentioned in the circular letter, with respect to the personal safety of those who, he may be of opinion, have injured him

APTICIFA

In consideration of the assistance to be afforded by the Honorable Company, for placing Rugonath Row Bajeerow Purdan in the Regency at Poona, Rugonath Row Bajeerow Purdan doth hereby engage to confirm and ratify the former Treaty concluded with him at Surat, the 6th March 1775, and to cede and make over to the Honorable Company for ever, the several places and territories granted by the said Treaty, which were restored by the Treaty of Poorunder, and Bassein and its districts, and the island of Kennery, which were not put in possession of the Company The several acquisitions which will devolve to the Honorable Company by virtue of this Article are as follow —

Bassein, fort and town, and the whole of its districts and dependencies in their fullest extent, according to the just and fixed boundaries of that Province

Jambooseer and Orpad, in the same full and ample manner as ceded by the Treaty of Surat

The island of Kennery

An assignment upon the Pergunnah Occlaseer for the sum of 75,000 Rupees per annum, as settled by the eighth Article of the Treaty of Surat

There being also some small places, known by the name of the Autgoms, always annexed, and actually making a part of the district of Salsette, which have been withheld from the Company by the Poona Ministers, Rugonath Row Bajeerow Pardan doth hereby engage and agree that the said Autgoms shill be ceded to the Honorable Company, but although the Governor and Select Committee have ever understood that the Autgoms made a part of the district of Salsette, yet, if the contrary should be made plainly to appear, they will give up their claim

ARTICLE 7

In addition to the several grants and cessions herein above specified Romanth Row Bajeerow Furdan doth hereby engage and promes to cede and make over for ever the Pergunnahs of Ahmood and Hansoot, which grants are to he considered as an instance of his good will and affection to the Honorable Company, the conditions upon which they were formerly granted not having, as he declares, been fulfilled

ARTICLE 8

All the places herein ceded to the Honorable Company are to be considered as their sole right and property from the day this Treat; is executed, without any claim of chout to the Mahratta Government, or any other demand whatever, and may be taken possession of by the Company's people whenever they may think proper, for which purpose Ragonath Row Bajectow Purdan doth, with these presents, deliver the necessary orders to the Mahratta officers to surrender the said places Ragonath

Row Bajecrow Perdan doth further promise and engage that, immediately after his taking charge of the Regency of Poona, he will execute and deliver to the Government of Bombay regular Sunnuds under the Pershwa's Sicca, for the several cessions granted to the Honorable Company by this Treaty

ARTICLE 9

Rugonath Row Bayerow Purdan engages to pay and make good the charges and expenses of the arm and stores with which he is now to be assisted, which he hereby faithfull, promises to make good in ready mone, as soon as the situation of his affairs will possibly permit, and, for the further security of the Honorable Company, he, by these presents, assigns over the Pergumah of Versaul and the remainder of Occlaseer, the trenues of which are to be collected by his Amildars and paid to the Honorable Company, till the amount due for the expenses of the army is fully discharged but in case of failure herein these Pergumahs are to be put in possession of the Company, and the revenues collected by them till the said amount is fully discharged when all right and till thereto on the part of the Honorable Company will be relinquished or if Rugonath Row Bageerow Purdan regularly pays the monthly sum stipulated in the next Artucle, the Honorable Company will not interfere with the said Pergunnahs

ARTICLE 10

Rugonath Row Bajeerow Purdan engages to pay in full for the body of forces consisting of four thousand men, with which he is to be assisted, the sum of two lakbs and a half of rupees per month, which the Governor and Select Committee of Bombay agree to accept, without further account in full of every expense attending the army, and is to commence from the day the forces leave Bombay

ARTICLE 11

Rugonath Row Bajeerow Purdan faithfully promises and engages to discharge his present debt to the Company as soon as the state of his finances will admit, agreeable to an account which will be delivered to him

ARTICLE 12

The English forces are to continue with Rugonath Row Bajeerow Purdan until the object of this Treaty is accomplished, which is to place him in the Regency at Poona, and when that is effected they are to be at liberty to return to Bombaj. The Company will be at all times ready to assist Rugonath Row Bajeerow Purdan with their forces so far as may be consistent with their other engagements, or the situation of their own affairs will permit.

ARTICLE 13

The several/Treaties and Agreements subsisting between the Government of Bombay and the Mahratta Government are hereby ratified and confirmed, and shall be held and continued in as full force as when they were first concluded, unless otherwise provided for in this Treaty.

ARTICLE 14.

After the establishment of Rugonath Row Bajeerow Purdan in the Regency at Poona, there shall be a firm peace and alliance between the Honorable Company and the Mahratta Government. Rugonath Row Bajeerow Purdan engages never to assist the enemies or molest the dominion of the Company in any part of India, nor to make war or commit depredations in the Carnatic, or any other part of the dominions of their ally, the Nabob of Arcot. The Governor and Select Committee of Bombay, in like manner, engage, in behalf of the Honorable Company, not to assist the enemies of Rugonath Row Bajeerow Purdan

ARTICLE 15

Rugonath Row Bajeerow Purdan hereby engages and agrees that no European settlements shall be allowed to be made on the mantime coast, or in any other part of the Mahratta dominions, without the consent of the Company or of their representatives being previously obtained, and that no manner of intercourse or connection shall be maintained between the Mahratta Government and the French nation; any failure in which stipulation will be considered as a breach of the alliance between the Mahratta Government and the Honorable Company.

ARTICLE 16

Rugonath Row Bajeerow Purdan doth hereby stipulate and engage that the English shall enjoy all their former provileges and freedom of trade in the Mahratta dominions without interruption, and he further engages to give all possible encouragement to the Honorable Company's trade and to promote, as far as he can, an exclusive vend to the English for European commodities in the Mahratta dominions, but the Honorable Company will make no settlement therein without permission from Rugonath Row' Baiecrow Purdan.

ARTICLE 17.

If any Article of the present Treaty should interfere with any Engagement formed by the Governor-General and Council not yet known to the Governor and Select Committee of Bombay, such Article may be liable to be aftered or amended as may be necessary.

The foregoing Articles having been mutually agreed to by the Governor and Select Committee of Bombay, on the part of the Honorable Company, and Rugonath Row Bajeerow Purdan, the contracting parties have interchangessily affixed their hands and seals and the seal of the Honorable Company, in Bombay Castle, the day and year above written.

(Sd) WILLIAM HORNBY.

- JOHN CARNAC,
- DANIEL DRAPER.

No VIII

CONTENTION OF WURGAON,-1779

TRANSLATION of the ARTICLES of AGRIFMENT between SREE-MUNTH MHADE ROW NARRAIN, PUNDIT PURDHAN, on the one part, and the ENGLISH COMPANY on the other part.

In the time of the late Sceemant Pundit Purdhan Mhadoo Row Bullal matters went on peaceably. Since then the Luglish obtained possession of several places belonging to the Sircar, such as the islands of Salsette and Ouran Jambooseer and the Mehals and Pergunnah of Broach, both belonging to the Sircar and the Guicowar and the Figlish gave their aid to Rugonath Row Dada Sahib upon which war having commenced, Colonel John Upton came from Calcutta with full powers and made an Agreement, and according to that Agreement matters were to go on between the Company and the Mahratta Sircar But on the side of the English this Agreement was not adhered to, they having given aid to Rugonath Row, and, making preparations for war, mounted the ghauts invaded the districts of the Mahratta Sirear, and began to make hostilities, upon which the Sucar also prepared for war At the district of Wurgaon, near Indonny Tullagaon, Mr John Carnac and Colonel Charles Egerton, of the Select Committee of Bombay, being fully empowered, did depute Mr Thomas Holmes and Mr Farmer Further, from the beginning there was a friendship between the Sircar and the English which being interrupted, Colonel John Upton made an Agreement according to which Treaty matters did not proceed and therefore that Treaty is annihilated, and in the same manner and on the same footing as the English and the Sircar were in the time of the late Mhadoo Row, in that manner are they now to remain, the aid and cause of Rogoba to be given up, no protection to be afforded him, nor any aid to be afforded to the enemies of the Mahratta Sircar The islands of balsette and Ouran and the other islands and places at Jambooseer and the Mehals of Broach formerly belonging to the Mahritta Sircar and the Guicowar, such as Chickly, Veriaul, &c, were taken possession of these we give up, and agree to go on and remain as we were in the time of the late Peishua, Mhadoo Row Bullal upon which this Agreement is made with the Sircar That in the time of the late Mhadoo Row Bullal, Pundit Purdhan, matters went on peaceably, and since then different places belonging to the Sircar, such as the islands of Salsette and Ouran, and other islands and further Jambooseer and other Mehals, and the Aumils of Broach, belonging to the Sircar and to the Guicowar, the English got possession of these must be delivered back to the Sircar, and no aid or protection must in future be afforded to Rugonath Row, or to any of the enemies of the Sircar In this manner do we faithfully promise to perform, and on the part of the Sircar good faith is also to be observed Rugonath Row Dada Salub was with us, he, by his own consent, committed himself, with all

his effects, to the care of Tookajee Holkar and Madajee Scindia. The English army with us is now at Wurgaon it must be permitted to proceed, with all its effects and appurtenances, to Bombay, and as security for this on the part of the Sircar, two persons will proceed belonging to each of these Surdays, by name Nazo Gunish and Wissaiee Samash, Ballarow Govind and Rama Cawn, to conduct the army to Rombay, and for this purpose troops shall be sent with you or not, as you please. The English army that is with us shall not offer any molestation to any person on the road The Unturvedee and Bundelkhund Provinces and their Sirdars being always under the Sucar no damage is to be done to them, and the English army from Calcutta having crossed the Nerbudda is now at Hussengabad. it is not to be permitted to proceed forwards, but it is to be sent back to Calcutta, and on the road no molestation is to be given to anyone before mentioned Agreement is formed by the mediation of Tookajee Holkar and Madagee Scindia, and according to it matters are in future to proceed without any kind of failure This we pledge the English faith to observe, and the Sircar is also to observe it. No aid or protection is to be afforded to the French

Signed in the Mahratta Camp by Thomas Holmes and William G Farmer

Signed in the English Camp by John Carnac and Charles Egerton.

AGREEMENT of JOHN CARNAC, ESQUIRE, COUNSELLOR, and COLONEL EGERTON, and ENGLISH COMMITTEE of BOMBAY, with MADAIRE SCINDIA

That after falling out with the Sircar of Mhadoo Rao Narrain, Pundit Purdhan, we with an army came upon the ghaut and remained at Tullagaon. on which you ordered a fighting, and we both parties did fight, in which we were defeated returned back, and encamped at Wurgaon with Dada Sahib We could hardly reach Bombay with our army and stores, considering which we sent Messrs farmer and Holmes to you, desiring you would come between us, and get the Sucar's and our Treaty settled as before, and conduct us and the army to Bombay, on which you did suspend the war You came between us and got the Sircar's and English Treaty settled, and you promised to conduct us and the army to Bombay without molestation from anybody You made our escape entirely, all which we took into our consideration and were You are a principal officer and a well wisher to this Government, which has induced us to keep a friendship with you. This came into our mind, and we were satisfied that you made us free from the Sircar's and everybody's molestation, and got the Treaty settled as before without any dispute from the Sircar, therefore we thought we should serve you, and for which reason have, of our free will and accord, agreed, under the King's and Company's seal, to deliver up to you the fort of Broach, with its governments in the same manner as the Mogul did hold it, which fort is now in our possess on and which we have given you. We further agree that we will, on our arrival at Bombay obtain the Governor's distuck under the Kings seal to the Killedar of Broach and deliver the fort and its country in the manner the Mogul did hold it up to you under oath no d spute shall arse in this This we promose solemnly and we have left W Farmer and Mc Charles Stewart with you as hostages for the performance of this agreement. We will let no d spute arse. This we agree to in writing

Wurgaon, near Tullagaon 27th Julhese

N.B.—The above was translated by a native linguist, and is an exact copy thereof

Sunday 17th - This morning Mr Farmer returned to the Mahratta Camp with Madajee Scindia's Vakeel with the papers executed

NB-The Governor and Council of Bombay refused to ratify this Convention

No IX

TREATY OF PEACE with the MAHRATTAS,-1782

TREATY OF PERPETUAL FRIENDSHIP and ALLIANCE between the HONORABLE the ENGLISH EAST INDIA COMPANY and the PEISHWA MADHOO ROW PUNDIT PURDHAN, settled by Mr DAVID ANDERSON on the part of the HONORABLE COMPANY, in virtue of the powers delegated to him for that purpose by the HONORABLE the GOVERNOR-GENERAL and COUNCIL appointed by the KING and PARLIAMENT of GREAT BRITAIN to direct and control all political affairs of the HONORABLE ENGLISH EAST INDIA COMPANY IN INDIA, and by MAHARAJA SOUBAHDAR MADHOO ROW SCINDIA as PLENIPOTENTIARY on the part of the PEISHWA MADHOO ROW PUNDIT PURDHAN, BALLAJEE PUNDIT NANA FURNAVESE, and the whole of the CHIEFS of the MAHRATTA NATION, agreeably to the following Articles, which shall be ever binding on their heirs and successors, and the conditions of them to be invariably observed by both parties

ARTICLE I

It is stipulated and agreed to between the Honorable the English East India Company and the Peishwa, through the mediation of Madhoo Row Scindia, that all countries, places, cities, and forts, including Bassein, etc, which have been taken from the Peishna during the war that has arisen since the Treaty settled by Colonel Upton, and have come into the posses sion of the English, shall be delivered up to the Peishna, the territories, ports, cities, etc., to be restored, shall be delivered in within the space of two months from the period when this Treaty shall become complete (as hereinafter described), to such persons as the Peishwa, or his Minister, Nana Furnayses, shall appoint

ARTICLE 2

It is agreed between the English Company and the Peishwa that Salsette and three other islands, yra, Elephanta Caranja and Hog, which are included in the Treaty of Colonel Upton, shall continue for ever in possession of the English If any other islands have been taken in the course of the present war, they shall be delivered up to the Peishwa

ARTICLE 3

Whereas it was stipulated in the fourth Article of the Treaty of Colonel Upton "that the Petshwa and all the Clues of the Mahratta State do agree "to give the Engish Company, for ever, all right and tutle to the City of Broach, as full and complete as ever they collected from the Moguls or "otherwise, without retaining any claim of chout, or any other claims what "soever, so that the English Company shall possess it without participation "or claim of any kind," this Article is accordingly continued in full force and effect

ARTICLE 4

The Peishna having formerly, in the Treaty of Colonel Upton, agreed, by way of friendship, to give up to the English a country of three lablis of Rupecs near Broach, the English do now, at the request of Madhoo Row Scindia, consent to relinquish their claim to the said country in favor of the Peishwa

ARTICLE 5

The country which Seapes and Futty Sing Guicowar gave to the English, and which is mentioned in the 7th Article of the Treaty of Colonel Upton, being therein left in a state of suspense, the English, with a view to obvate all future disputes, now agree that it shall be restored, and it hereby settled that if the said country be a part of the established territory of the Guicowar, it shall be restored to the Guicowar, and if it shall be a part of the Peishwa's territories, it shall be restored to the Peishwa's territories, it shall be restored to the Teishuar to the Peishwa's territories, it shall be restored to the Peishwa's

ARTICLE 6

The English engage that, having allowed Rugonath Row a peniod of four months from the time when this Treaty shall become complete to fix on a place of residence, they will not, after the expiration of the said period, afford him any support, protection, or assistance, nor supply him with

money for his expenses and the Peishwa on his part engages that if Rugo nath Row will voluntarily and of his own accord repair to Maharajah Madhoo Row Scindia and quietly reside with him the sum of Rupees 25000 per month shall be paid him for his maintenance, and no injury whatever shall be offered to him by the Peishwa or any of his peopley

ARTICLE 7

The Honorable English East India Company and the Peishwa being desirous that their respective allies shall be included in this peace it is here by mutually stipulated that each party shall make peace with the allies of the other, in the manner hereinafter specified

ARTICLE 8

The territory which has long been the established jaghire of Scapes Guiconar and Futty Sing Guiconar that is to say whatever territory Futty Sing Guicowar possessed at the commencement of the present war, shall hereafter for ever remain on the insual footing in his possession, and the said Futty Sing shall from the date of this Treaty being complete, pay for the future to the Pesshwa the tribute as usual previous to the present war, and shall perform such services and be subject to such obedience, as have long been established and customary. No claim shall be made on the said Futty Sing by the Pesshwa for the percot that is past.

ARTICLE 9

The Peishwa engages that whereas the Nabob Hyder Ally Cawn having concluded a Treaty with 1mm hath disturbed and taken possession of terri tories belonging to the English and their allies in shall be made to refin quish them and they shall be restored to the Company and the Nabob Mahomed Ally Cawn All presoners that have been taken on eithers old during the war shall be released and Hyder Ally Cawn shall be made to relinquish all such territories belonging to the English Company and their allies, as he may have taken possession of since the ninth of Ramian in the year 18th, being the date of his Treaty with the Pershava and the said territories shall be delivered over to the English and the Nabob Mahomed Ally Cawn within six months after this Treaty being complete and the English in such case, agree that so long as Hider Ally Cawn shall after he shall continue in frendship with the Peishwa, they will in no respect act bestief towards him.

ARTICLE 10

The Peishna engages on his own behalf as well as on behalf of his almes, the Nabob Nusam Ally Cawn Ragoree Bhonsla Syna Saheb Soubath and the Nabob Hyder Ally Cawn that they shill, in every respect, maintapence towards the English and their allies the Nabob Asof his Dowlah is the Nabob Asof his Dowlah and they allied the Nabob Asof his Dowlah respect whatever give them any disturbance. The English engage on their

own behalf, as well as on behalf of their allies, the Nabob Asoph ul Dowlah and the Nabob Mahomed Ally Cawn, that they shall in every respect main tam peace towards the Peishwa and his alies, the Nabob Nizam Ally Cawn and Ragojee Bhonsla Syna Sabeb and the English further engage on their own behalf, as well as on behalf of their allies that they will maintain peace also towards the Nabob Hyder Ally Cawn, under the conditions specified in the oth Article of this Treaty

ARTICLE 11

The Honorable East India Company and the Peishwa mutually agree that the vessels of each shall afford no disturbance to the navigation of the vessels of the other and the vessels of each shall be allowed access to the ports of the other, where they shall meet with no molestation, and the fullest protection shall be receptorally afforded

ARTICLE 12

The Peishwa and Chiefs of the Mahratta State hereby agree that the English shall enjoy the privilege of trade, as formerly, in the Mahratta territories, and shall meet with no kind of interruption and, in the same manner, the Honorable East India Company agree that the subjects of the Peishwa shall be allowed the privilege of trade, without interruption, in the territories of the English

ARTICLE 13

The Peishwa hereby engages that he will not suffer any factories of other European nations to be established in his territories, or those of the Chiefs dependent on him, excepting only such as are already established by the Portuguese, and he will hold no intercourse of friendship with any other European eatlons, and the English on their part agree that they will not afford assistance to any nation of Deccan or Hindostan at enmity with the Peishwa

ARTICLE 14

The English and the Peishwa mutually agree that neither will afford any kind of assistance to the enemies of the other

ARTICLE 15

The Honorable the Governor General and Council of Fort William engage that they will not permit any of the Chiefs, dependants, or subjects of the English, the gentlemen of Bombay, Surat, or Madras to act contrary at any place to the terms of this Treaty. In the same manner the Peishna Madhoo Row Pundit Purdan engages that none of the Chiefs or subjects of the Mahratta State shall act contrary to them

ARTICLE 16

The Honorable East India Company, and the Peishwa Madhoo Row Pundit Purdan having the fullest condidence in Maharajah Soubahdar Madhoo Row Scindia Behauder, they have both requested the said Maha rajah to be the mutual guarantee for the perpetual and invariable adherence

of both parties to the conditions of this Treaty; and the said Madhoo Row Scindia, from a regard to the welfare of both States, hath accordingly taken upon himself the mutual guarantee If either of the parties shall deviate from the conditions of this Treats, the said Maharajah will join the other party, and will, to the utmost of his power endeavour to bring the aggressor to a proper understanding ARTICLE 17

It is hereby agreed that whatever territories, forts, or cities, in Guzerat were granted by Rugonath Row to the English, previous to the Treaty of Colonel Upton and have come into their possession, the restitution of which was stipulated in the 7th Article of the said Treaty, shall be restored, agreeably to the terms of the said Article

This Treaty, consisting of 17 Articles, is settled at Salbey, in the Camp of Maharajah Soubahdar Madhoo Row Scindia, on the 4th of the month Jemmadul Saany, in the year 1197 of the Hygera, corresponding with the 17th of March 1782, of the Christian era, by the said Maharajah and Mr David Anderson, a copy hereof shall be sent by each of the above-named persons to their respective principals at Fort William and Poona, and when both copies being returned, the one under the seal of the Honorable East India Company, and signature of the Honorable the Governor General and Council of Fort William, shall be delivered to Maharajah Madhoo Row Scindia Behauder, and the other under the seal of the Peishwa Madhoo Row, Pundit Purdan, and the signature of Ballajee Pundit, Nana Furnavese, shall be delivered to Mr David Anderson, this Treaty shall be deemed complete and ratified, and the Articles herein contained shall become binding on both the contracting parties

Adeek in the Shukul Patteh, in the year 1182"

to what is above written in Persian"

(Written in the Mahratta character by Ragoo Bhow Dewan) "In all seventeen Articles, on the fourth of Jemmad ul Akher, or fifth of Jeyat (Subscribed in the Mahratta character by Madajee Scindia) "Agreed (Sd) DAVID ANDERSON Watnesses (Sd) JAMES ANDERSON W BLAINE (A true translation) (Sd) JAMES ANDERSON, Assistant to the Embassy Ratified at Fort William, the 6th of June 1782 (Sd) WARREN HASTINGS The EDWARD WHEELER Seal. JOHN MACPHERSON J P. AURIOL. Secretary

The following was added at the time of the ratification at Poona and the final exchange at Gwalion

This Treaty, consisting of seventeen Articles, was ratified on the fifteenth of the mouth of Mohrummum ul Hirram in the year 1196 of the Hygera, and shall be invariably and perpetually binding on both the contracting parties

(Subscribed in the handwriting of Nana Furnavese) "Done by me, Ballajee Jennardin on the 15th of Mohurrum, in the year 1183' 20th December 1782

On the 21st of Rubbi ul Avul, in the year 1197 of the Hygera, the above written Treaty, under the seals of the Pesshwa and the signature of Ballajee Pundit Furnayees, was delivered near Gwalior to Mr David Anderson, and a counterpart of the same under the seal of the Company, and the signatures of the Governor General and Countel of Fort William, was in like manner delivered to Maharaja Madajee Scindia Behauder by which exchange the said Treaty is become complete, and from this date shall be binding on each of the contracting parties.

(Subscribed in the handwriting of Madajee Scindia) "21st of Rubbi-

(A true translation)

(Sd) CHARLES WILKINS

The counterpart subscribed by Mr David Anderson 24th February 1783

NB-The small scal of the Peishwa affixed to the joinings of the

No X

An additional TREATY between the HONORABLE COMPANY and the PEISHWA of the MAHRATTA STATE

Whereas, a Treaty of friendship between the Honorable Company and the Pushwa Pundit Purdhan having been ratified and completed on the 21st day of Rubbi ul-Awul, of the year one thousand one hundred and ninety seven of the Hegira, and the following additions for the increase of the friendship and concord of the two Governments having been considered and approved of by both parties, are hereby agreed to by Mr. David Anderson on the part of the Company, and Maharjay Soubahdar Mahdoo Row Scindia on the part of the Peishwa, and are accordingly to be held binding on both parties

In the eleventh Article of the Treaty of peace relating to the mutual intercourse of shipping, the words according to former custom, not having been inserted, it is now therefore explained that the intercourse of shipping shall be carried on according to former custom

It is agreed to between the Honorable Company and the Peishwa Madhoo Row Pundit Purdhan, that if any Chief, merchant, or other person should hereafter fly from the territories of the Honorable Company to those of the Peishwa, or from the territories of the Peishwa to those of the Company, no protection shall be afforded to such person by either party.

Concluded near Gwahor on the twenty-second day of Jummad ul Awul, of the year of the Hegira one thousand one hundred and ninety seven, conformable to the twenty sixth day of April one thousand seven hundred and eighty-three of the Christian era.

(Sd) D ANDERSON

Witness

(Sd.) JAMES ANDERSON

Ratified in Council at Fort William, the 26th of May 1783

(Sd) WARREN HASTINGS EDWARD WHEELER Seal TOHN MACPHERSON

JOHN STABLES I P AURIOL.

Secretary

No. XI

TRANSLATION of a TREATY settled betwixt the HONORABLE EAST INDIA COMPANY and the PEISHWA MAHDOO ROW NARAIN and MAHRATTA STATE,-1783.

The Honorable Past India Company and the Peishwa Mahdoo Rao Naram Behander having concluded and mutually ratified a Treaty near Gwahor, on the 21st of the month of Rubbec-ul Awul, in the year of the Heerra 1107 in order to Hegra 1197, in order to carry into execution the 9th Article of the said

Treaty, the following stipulations are now settled and agreed on betwitk Mr. David Anderson and Maharijah Subahdar Mahdoo Row Scindia Behauder, on behalf of the sud Honorable East India Company on the one part, and the Peishua and Mahratta State on the other, and shall accordingly be linding on both parties.

The Peishwa having despatched letters to Tippoo Saib, will cause him to restore all the forts and territories belonging to the I nglish Company and the Nabob Mahomed Ally that may have come into his possession, and release such prisoners as have fallen into his hands. If Tippoo Saib agrees to these terms, and carries them into execution, and if he remains at peace with the Peishwa, the English will not afterwards act hostilely against him but if he refuses to comply with these requisitions of the Peishwa, in such case the Peishwa will immediately assist the English and make war against him after which neither of the contracting parties shall make peace with Tippoo Saib without the consent of the other. The territories and forts that may be conquered from Tippoo Saib shall be divided in the following manner the territories of the English Company and the Nabob Mahomed Ally will be delivered to the English Company and the Nabob Mahomed Ally, the terntories of the Peishwa and Mahratta State will be delivered to the Peishwa and Mahratta State Whatever territories or forts may further be conquered from Tippoo Saib shall be equally divided betwirt the two contracting parties, according to the vicinity of their respective situations But it is hereby supulated that the Peishwa shall have no claim to any territories or forts belonging to Tippoo Saib, which the English may have conquered with their own force, and be in possession of previous to the actual commencement of hostilities by the troops of the Peishwa against Tippoo Saib This Treaty being settled betwixt the English and the Peishwa, neither party shall deviate from it

Settled and concluded on the 1st of Zelludge, in the year 1197 of the Heaville (corresponding with the 28th of October in the year 1783 of the Christian era) under the signatures of Mr David Anderson and Maharajah Subahdur Mahdoo Row Scindia

Signed in the Mahratti language in the handwriting of Maharajah Subahdar Mahdoo Row Scindin "Agreed to what is above written on the 1st of Zeihidge, in the year 1197 of the Hegira, at Gwahor"

(Sd) D Anderson

Gwalsor, 28th October 1783

(A true translation)

(Sd) JAMES ANDERSON,

Assistant to the Embassy

No. XII.

TREATY OF AILIANCE between the COMPANY, the PEISHWA, and the NIZAM, against TIPPOO SULTAN, ---- 1790.

TREATY of OFFENSIVE and DEFENSIVE ALLIANCE between the HONORABLE UNITED ENGLISH EAST INDIA COMPANY, the Peishwa Sewoy Mahdoo Row Narain Pundit PURDHAN BEHAUDER and the NABOB NAZIM ALLY KHAN ASOF JAH BEHAUDER, against FUTTY ALLY KHAN, known BY THE denomination of TIPPOO SULTAN, settled by MR CHARLES WARRE MALET on the part of the said HONORABLE COMPANY, with the said PUNDIT PURDHAN, by virtue of the powers delegated to him by the RIGHT HONORARLE CHARLES, EARL CORNWALLIS, K.G. Governor-General in Council, appointed by the HONORABLE THE COURT OF DIRECTORS of the said HONORABLE COMPANY to direct and control all their affairs in the East Indies

ARTICLE 1

The friendship subsisting between the States agreeable to former Treaties, shall be increased by this

ARTICLE 2

Tippoo Sultan having engagements with the contracting parties, has, not withstanding acted with infidelity to them all, for which reason they have unted in a league, that to the utmost due power they may punsh and deprive him of the means of disturbing the general tranquility in factors.

ARTICLE 3

This undertaking being resolved on it is agreed that on Mr Malet's annunciation to Pundit Purdhan of the actual commencement of hostilities

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that season, the said Pundit Purdhan and Nabob will seriously and vigorously prosecute the war with potent army, well appointed and equipped with the requisite warlike apparatus.

ARTICLE 4.

The Nabob Asof Jah being furnished with two battalions of the Honorable Company's forces, Pendit Purdhan shall have an option of being joined by an equal force, on the same terms, during the present war against Tippoo. The pay of the said battalions to be made good by Pundit Purdhan to the Honorable Company, in the manner as settled with the Nabob Asof Iah.

ARTICLE 5.

On the said two battalions joining the Mahratta army, Pundit Purdhan agrees to allot 2,000 horse to remain and act in concert with them But in the event of urgent service, on which cavalry alone can be employed, 1,000 of the said cavalry may be detached thereon, 1,000 remaining constantly with the battalions, whose pay shall be defrayed regularly, in ready money, every month, in the army or in Poona, at the option of Mr. Malet.

ARTICLE 6.

From the time of the said battalions entering Pundit Purdhan's territories an agent on the part of the said Pundit Purdhan shall be ordered to attend the Commander to execute such service as may occur.

ARTICLE 7

If the Right Honorable the Governor-General should require a body of cavalry to jon the English forces Pundit Purdhan and the Nabob Asof Jah shall furnish to the number of 10,000, to march in one month from the time of their being demanded, by the shortest and safest route, with all possible expedition, to the place of their destination, to act with the Company's forces; but should any service occur practicable only by cavalry, they shall execute it, nor cavil on the clause "to act with the Company's forces." The pay of the said cavalry to be defrayed monthly by the Honorable Company, at the rate and on the conditions hereafter to be settled.

ARTICLE 8.

If, in the prosecution of the war by the three allies, the enemy should gar a superiority over either, the others shall, to the utrost of their power, exert themselves to relieve the said party and distress the enemy.

ARTICLE 9.

The three contracting powers having agreed to enter into the present seems, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of the acquisitions of territory, forts, and

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whatever each Sirkar or Government may become possessed of, from the time of each party commencing hostilities; but should the Honorable Company's forces make any acquisitions of territory from the enemy previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share threof. In the general partition of territory, forts, etc., due attention shall be paid to the wishes and convenience of the parties, relatively to their respective frontiers.

ARTICLE 10.

The underwritten Polygars and Zemindars being dependent on Paulif Bruthan and the Naboh Asof Jah, it is agreed that on their territories forts etc., falling into the hands of any of the allies, they shall be re-established therein, and the nuzzeransk shall be fixed on that occasion shall be fixed on the theorem of the property of the Naboh Asof Jah shall collect off them them the usual Kuudace and Peshcual which have been heretofore amually collected. And should the said Polygars and Zemindars and the Mabob, or prove refractory in the facilitativity towards Pundit Purdhan or the said Pendit Purdhan and Nabob are of their Kundace and Peshcual may be judged proper. The Chief of Shalmoor is to be subject to service conditions thereof, Pundit Purdhan and the Nabob, and should he fail in the usual conditions thereof, Pundit Purdhan and the Nabob will act as they think

List of the Polygars and Zemindars.

Chittledroog. Annagoondy, Harponelly, Bellarce,

Rodroog.
Keychungoondeh.
Cunnaghwarry,
Kittor,

The district of Abdul Hakeem Khan, the Chief of Shahnoor.

ARTICLE II.

To preserve, as far as possible, consistency and concert in the conduct of this important undertaking, a valcel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances; and the representations of the contracting parties to each other shall be duly attended to, consistent with the circumstances and stipulations of this Treaty.

ARTICLE 12.

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of

any person or persons whatever, or on any other pretence. And in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections nor shall either of the parties enter into any separate negotiations with Tippoo, but on the receipt of are advance or message from him, by either party, it shall be communicated to the others.

ARTICLE 13.

If, after the conclusion of peace with Tippoo, he should molest or attack either of the contracting parties, the others shall join to punish him, the mode and conditions of effecting which shall be hereafter settled by the three contracting powers,

ARTICLE 14.

This Treaty, consisting of fourteen Articles being this day settled and concluded by Mr Malet, with the Peishwa Sewoy Mahdoo Row Varian Pundit Purdhan Behauder, Mr Malet has delivered to Pundit Purdhan one copy of the same, in English and Persian signed and sealed by himself, and Pundit Purdhan has delivered to Mr Malet another copy in Mahatta and Persian, executed by himself, and Mr Malet has engaged to procure and deliver to Pundit Purdhan in seventy five days, a ratified copy from the Governor, on the delivery of which the Treaty executed by Mr Malet shall be returned.

Poona, 1st June 1790

(Sa) CW

The Company's scal.

(True Copy)

(Sd) C W MALET

Ratified by the Governor General in Council, at Fort William in Bengal, the 5th day of July 1790

(Sd) CORNWALLIS.
" CHARLES STUART.

" CHARLES STUAI " Peter Speye, t...s

No. XIII.

TREATY with the PESHWA, commonly called the TREATY of BASSEIN, 21st December 1802.

TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE between the HONORABLE ENGLISH EAST INDIA COMPANY and His Highness the Peishwa Bajee Rao Ragonath RAO PUNDIT PURDHAN BEHAUDER, his children, heirs, and successors, settled by LIEUTENANT-COLONEL BARRY CLOSE, RESIDENT at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by HIS EXCELLENCY the Most Noble Richard, Marquis Wellesley, KNIGHT of the MOST ILLUSTRIOUS ORDER of St. PATRICK, one of His Britannic Majesty's Most Honorable PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, . appointed by the HONORABLE COURT of DIRECTORS of the said HONORABLE COMPANY, to direct and control all their affairs in the EAST INDIES.

WHEREAS, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted, for a length of time, between the Honorable English East India Company and His Highness Rao Pundit Purdhan Behauder, and have been confirmed at different periods by Treaties of amity and union, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or any enemies whatever.

ARTICLE 1.

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty and shall be perpetual he friends and enemies of either shall be the friends and enemies of both; d the contracting parties agree that all the former Treaties and Agreeats between the two States, now in force and not contrary to the tenor cuis Engagement, shall be confirmed by it.

ARTICLE 2.

any power or State whatever shall commit any act of unprovoked Aor aggression against either of the contracting parties, or against retive dependants or allies, and after due representation shall refuse

to enter into amicable explanation, or shall deny the just satisfaction of indemnity which the contracting parties shall have required, then the contract ing parties will proceed to concert and prosecute such further measures as the case shall appear to demand

For the more distinct explanation of the true intent and effect of this Agreement, the Governor General in Council, on behalf of the Honorable Company, hereby declares that the British Government will never permit any power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of His Highness Rac Pundit Purdhan Behauder, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended

ARTICLE 3

With a view to fulfil this Treaty of general defence and protection, His Highness Rao Pundit Purdhan Behauder agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of not less than six thousand regular Native Infantry, with the usual proportion of field pieces and European artiflerymen attached, and with the proper equipment of warlike stores and ammunition, which force is to be accordingly stationed. in perpetuity, in His said Highness territories

ARTICLE 4

For the regular payment of the whole expense of the said subsidiary force. His Highness Rao Pundit Purdhan Behauder hereby assigns and cedes in perpetuity, to the Honorable East India Company, all the territories detailed in the Schedule annexed to this Treaty

ARTICLE 5

As it may be found that certain of the territories ceded by the foregoing Article to the Honorable Company may be inconvenient from their situation, His Highness Rao Pundit Purdhan Behauder, for the purpose of rendering the boundary line of the Honorable Company's possession a good and well defined one, agrees that such exchanges of talooks or lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require. And it is agreed and covenant ed that the territories to be assigned and ceded to the Honorable Company by the 4th Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company and of their officers

ARTICLE 6

Notwithstanding the total annual expense of the subsidiary force is estimated at twenty five lakhs of Rupees. His said Highness hath agreed to cede, by Article 4, lands estimated to yield annually the sum of twenty-six

14khs of Rupees, the additional lakh being intended to meet possible deficiencies in the revenues of the said lands, and save the Honorable Company from loss

ARTICLE 7

After the conclusion of this Treaty, and as soon as the British Resident shall signify to this Highness Rao Pundit Purdhan Behauder, that the Honorable Company's officers are prepared to take charge of the districts perwaniahs or orders his Highness will immediately issue the necessary permanahs or orders his officers, to deliver over charge of the same to sipulated, that all collection made by His Highness' officers subsequently to shall have taken charge of the same to the date of the Treaty, and because the officers of the Honorable Company of the Honorable Company of the Honorable Company and clams to balances from the said districts referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and your

ARTICLE 8

All forts situated within the distincts to be ceded as aforesaid shall be delivered to the officers of the Honorable Company with the said distincts; and His Highness Rao Pundit Purdhan Behauder engages that the said forts shall be delivered to the Honorable Company without being injured or damaged, and with their equipment of ordnance, stores, and provisions

ARTICLE 9

Gran, and all other articles of consumption, and provisions, and all sorts of materials overaing apparel, together with the necessary numbers of be entirely exempted from duties, and the Commanding Officer and officers and of the subsidiary force shall be treated in all respects in a manner will, at all the dignity and greatness of both States. The subsidiary force posturable to the dignity and greatness of both States. The subsidiary force protection of the person of His Highness, and successors, the Highness of achastisement of rebels, or externs of disturbance in His overawing and chastisement of rebels, or externs of disturbance in His who may dominions, and the due correction of his subjects or dependant, who may would be country to color thing occasions, nor like Schundy to be stationed in the country to color the revenues, nor against of the principal branches of the Mahratta Empire, nor in levying contributions from Mahratta dependant in the mainer of Hiosikerers.

ARTICLE 10

Whereas, much inconvenience has arisen from certain claims and demands of the Mahratta State affecting the City of Surat, it is agreed that a just calculation shall be made of the value sand claims by his Highness Rao Pundit Purdhan Behauder and the Government of Bombay and 10

consequence of the intimate friendship now established between the contract. ing parties. His Highness Rao Pundit Purdhan Behauder agrees, for himself, his heirs and successors, to relinquish, for ever all the rights, claims, and privileges of the Mahratta State affecting the said City of Surat, and all collections on that account shall cease and determine from the day on which this Treaty shall be concluded, in consideration of which act of friendship the Honorable East India Company agrees that a piece of land, yielding a sum equal to the estimated value of the said claims of the Mahratta State, shall be deducted from the districts ceded by Article 4 and on the same principle, and from similar considerations. His Highness further agrees, that the amount of the collections made for the Poona State under the title of Nogabundy, in the Pergunnahs of Chourassy and Chickly, shall be ascertained by an average taken from the receipts for a certain number of years, or by such other mode of calculation as may be determined on, and His said Highness doth further agree, for himself, his heirs and successors, to relinquish for ever the Nogabundy collections aforesaid, and they shall accordingly cease from the conclusion of this Treaty And it is agreed and stipulated that a piece of land, yielding a sum equal to the amount of the said Nogabundy collections shall be deducted from the districts ceded by Article 4, in the same manner as stipulated in regard to the chout of Surat

ARTICLE 11

Whereas it has been usual for His Highness Rao Pundit Purdhan Behauder to enlist and retain in his service Europeans of different countries, His said Highness hereby agrees and stipulates, that in the event of war breaking out between the English and any European nation, and of discovery being made that any European or Europeans in his service, belonging to such nation at war with the English, shall have meditated injury towards the English, or have entered mot intrigues hostile to their interest, such European or Europeans, so offending, shall be discharged by His said Highness, and not suffered to reside in his dominions.

ARTICLE 12

Inasmuch as, by the present Treaty, the contracting parties are bound in a general defensive alluance, for mutual defence and protection against all enemies, His Highness Rao Pundit Purdhan Behauder consequently engages never to commit any act of personal hostility and aggression against His Highness the Nabob Asoph Jah Behauder, or any of the Honorable Company's allies or dependants, or against any of the principal branches of the Mahratta Empire, or against any power whatever, and in the event of difference arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acounsecence.

ARTICLE 13

And whereas certain differences, referring to past transactions are known to subsist between the Sircar of His Highness Rao Pundit Purdhan 54

lakhs of Rupees, the additional lakh being intended to meet possible deficiencies in the revenues of the said lands, and save the Honorable Company from loss.

ARTICLE 7.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to Hils Highness Rao Pundat Purdhan Behauder, that the Honorable Company's officers are prepared to take charge of the districts ceded by Article 4, His Highness will immediately issue the necessary pervannahs or orders to his officers, to deliver over charge of the same to the officers of the Honorable Company. And it is hereby agreed and the date of the Treaty, and before the officers of the Honorable Company shall hat etake are of the sand districts, shall be carried to the credit referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and tool.

ARTICLE 8.

All forts situated within the districts to be ceded as aforesaid shall be delivered to the officers of the Honorable Company with the said districts; and His Highmess Rao Pundit Purdhan Behauder engages that the said forts shall be delivered to the Honorable Company without being injured of damaged, and with their equipment of ordnance, stores, and provisions.

ARTICLE 9.

Grain, and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and canels, required for the use of the subsidiary force, shall be treated in all respects in a manner suitable to the dignary and greatness of both States The subsidiary force will, at all times, be reach occurrences of importance, such as the overawing and chastisement of rebels, or exciters of disturbance in His who may withhold the payment of the State Schundler of the State Schu

ARTICLE 10.

Whereas, much inconvenience has arisen from certain claims and demands of the Mahratta State affecting the City of Surat, it is agreed that a just calculation shall be made of the value of seal claims by His Highness Rao Pendit Perdhan Behauder and the Government of Bombay and in

consequence of the intimate friendship now established between the contracting parties, His Highness Rao Pundit Purdhan Behauder agrees, for himself, his heirs and successors, to relinquish, for ever, all the rights, claims, and privileges of the Mahratta State affecting the said City of Surat, and all collections on that account shall cease and determine from the day on which this Treaty shall be concluded, in consideration of which act of friendship the Honorable East India Company agrees that a piece of land, yielding a sum equal to the estimated value of the said claims of the Mahratta State, shall be deducted from the districts ceded by Article 4, and on the same principle, and from similar considerations, His Highness further agrees, that the amount of the collections made for the Poona State under the title of Nogabundy, in the Pergunnahs of Chourassy and Chickly, shall be ascertained by an average taken from the receipts for a certain number of years, or by such other mode of calculation as may be determined on, and His said Highness doth further agree, for himself his heirs and successors, to relinquish for ever the Nogabundy collections aforesud, and they shall accordingly cease from the conclusion of this Treaty And it is agreed and stipulated that a piece of land, vielding a sum equal to the amount of the said Nogabundy collections, shall be deducted from the districts ceded by Article 4, in the same manner as stipulated in regard to the chout of Surat

ARTICLE 11.

Whereas it has been usual for His Highness Rao Pundit Purdhan Behauder to enlist and retain in his service Europeans of different countries, His said Highness hereby agrees and stipulates, that in the event of war breaking out between the English and any European anaton, and of discovery being made that any European or Europeans in his service, belonging to such auton at war with the English, shall have meditated injury towards the English, or have entered into intigues hostile to their interest, such European or Europeans, so offending, shall be discharged by His said Highness, and not suffered to reside in his dominions.

ARTICLE 12

Inasmuch as, by the present Treaty, the contracting parties are bound ageneral defensive alliance, for initial defence and protection against all enemies, His Highness Rao Pundit Purdhan Behauder consequently engages never to commit any act of personal hostility and aggression against His Highness He Naboh Asoph Jah Behauder, or any of the Honorable Company's allies or dependants, or against any of the principal branches of the market Empire, or against any power whatever, and in the event of difference arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquisecence.

ARTICLE 13

And whereas certain differences, referring to past transactions are known to subsist between the Sircar of His Highness Rao Pundit Purdhan

Behauder and the Sircar of His Highness the Nabob Asoph Jah Behauder, and whereas an amicable adjustment of those differences must be highly desirable for the welfare and benefit of both the said Sircars, His Highress Rao Pundit Purdhan Behauder, with a view to the above end, agrees and accordingly binds himself, his heirs and successors, to fulfil and conform to the stipulation of the Treats of Mahr and His Highness Rao Pund t Purdhan Behauder further agrees that on the basis of the fulfilment of the said Treaty of Mahr, and of the claims of His Highness the Nabob Asoph Jah Behauder to be totally exempted from the payment of chout, the Honorable Company's Government shall be entitled to arbitrate and determine all such points as may be in doubt or difference between the Sircars of their Highnesses aforementioned and His Highness Rao Pundit Purdhan Behauder further agrees, that in the event of any differences arising between his Government and that of His Highness the Vabob Asoph Jah Behauder, at any future period the particulars of such differences shall be communicated to the Honorable East India Company, before any act of hostility shall be committed on either side and the said Honorable Company interposing their mediation, in a way suitable to rectitude friendship, and union, and mindful of justice and established usage shall apply themselves to the adjustment of all such differences conformable to propriety and truth, and shall bring the parties to a right understanding And it is further agreed, that whatever adjustment of any such differences the Company's Government, weighing things in the scale of truth and justice shall determine, that determination shall, without hesitation or objection, meet with the full approbation and acquiescence of both parties. It is however agreed, that this stipulation shall not prevent any amicable negociations which the Honorable Company and the Courts of Poona and Hyderabad respectively, may be desirous of opening, provided no such negociation shall be carried on between any of the three parties without full communication thereof to each other

ARTICLE 14.

Whereas a Treaty of friendship and alliance has been concluded between the Honorable Company and Rajah Anund Rao Guicowar Behauder, and whereas the end Treati was mediated and executed, without any intention that it about friends any of the just rights or claims of His Rajah, His said Highness adverting thereto, and also to the said alliance now established between the contracting parties, doth hereby formally acknowledge the textstence of the said Treaty between the Honorable Company and Rayah Anund Rao Guicowar Behauder and massauch seen as the said treaty between the Company and Rayah and Rao Guicowar Behauder and massauch been suspended from mainshed transactions, the conclusion of which has been suspended from the Government of His Highness Rao Fundit Purdhan Behauder and the Sircar of the Rajah aforementioned, His said Highness plants full reliance on the impartiality, truth, and justice of the British Government, doth hereby agree that the said Government shall

examine into and finally adjust the said demands and papers of accounts, and His said Highness further stipulates and binds himself, his heirs and successors, to abde by such adjustment as the British Government shall accordingly determine

ARTICLE 15

The contracting parties will employ all practical means of conciliation to prevent the calamity of war, and for that purpose will, at all times, he ready to enter into amicable explanations with the other States, and to cultivate and improve the general relations of neace and amity with all the nowers of India, according to the true spirit and tenor of this defensive Treaty But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness Rao Pundit Purdhan Behauder engages, that with the reserve of two battalions of seroys, which are to remain near His Highness' person, the residue of the British subsidiary force, consisting of four battalions of senous with their artillery, joined by six thousand infantry and ten thousand horse of His Highness' own troops. and making together an army of ten thousand infantry and ten thousand cavalry, with the requisite train of artillery, and warlike stores of every kind. shall be immediately put in motion, for the purpose of opposing the enemy, and His Highness likewise engages to employ every further effort in his power, for the purpose of bringing into the field as speedily as possible, the whole force which he may be able to supply from his dominions, with a view to the effectual prosecution and speedy termination of the sud war. The Honorable Company, in the same manner, engage on their part, in this case to employ in active operations against the enemy, the largest force which they may be able to furnish over and above the said subsidiary force

ARTICLE 16

Whenever war shall appear probable, His Highness Rao Pundit Purdhan Behander engages to collect as many benjaries as possible, and to store as much grain as may be practicable in his frontier garrisons

ARTICLE 17

As by the present Treaty the union and friendship of the two Status is of timily comented that they may be considered as one and the same, first highness Rao Pandit Purdban Behauder engages neither to commence nor to pursue, in future, any negociations with any other power whitever, without giving previous notice and entering into mutual consultation with the Honorable Last India Company's Government, and the Honorable Company's Government, or their party, hereby declare that they have no manner of concern with any of His Highness' children, relations, subjects, or servants with respect to whom His Highness is abovite

ARTICLE 18

Inasmuch as by the present Treaty of general defensive alliance, the ties of union are, with the blessing of God, so closely drawn, that the interests

of the two States are become identified it is further mutually agreed, that if disturbances shall at any time break out in the distincts coded to the Honorable Company by this Agreement. His Highness Rao Pundit Purdhan Behauder shall permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the said distincts. If disturbances shall, at any time, break out in any part of His Highness' dominons contigones to the Company's frontier, to which it might be inconvenent to detach any proportion of the subsidiary force, the British Government, in the manner, if required by His Highness Rao Pundit Purdhan Behauder, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within His Highness dominions

ARTICLE 10

It is finally declared that this Treaty which, according to the foregoing Articles, is meant for the support and credit of His said. Highness' Government, and to preserve it from loss and decline, shall last as long as the sun and moon shall endure.

Signed sealed, and exchanged at Bassein the 31st of December, Anno Downin 1802, or the 5th of Ramzan, Anno Higeree 1217

Resident at Poona

The Seal Purdhan.

(A true copy)

(Sd) M WILKS, Private Secretary

(Sd) B CLOSE.

Schedule of the Territories ceded in perpetuity by His Highness Bajee Roo Rogonath Pundit Purdhan Behauder to the Honorable English East India Company, agreeable to the Fourth Article of the annexed Treaty

1st — From the Province of Guzerat and territories south thereof —
Dundooka, together with Choosa Komapoor, and Gogo
Cambay, Choute, and Nassoor
60,000

Arried over . . 1 27,000 1,65,000

| | | | 1 | Broug | ht for | ward | • | | 1,27,000 | 1,65,000 |
|------------------------|-------|----------|------|---------|--------|-------|-------|------|-----------|----------|
| Parchole | | | | | | | | | 1,07,000 | 1 |
| Боора | | | | | | | | | 51,000 | |
| Sarbaun | | | | | | | | | 30,000 | |
| Vallow | | | | | | | ٠ | | 30,000 | |
| Bamdoo Kusba | | | | | | | | | 7,900 | |
| Vaunsda | Ch: | oute | | | | | | | 7,000 | |
| Durumpoo | жу | Choute | | | | | | ٠ | 9,000 | |
| Surat | | ditto | | | | | | | 42,100 | |
| Customs | • | ٠ | • | ٠ | • | • | ٠ | ٠ | 83,000 | |
| | | Betwe | en i | the Ti | aptee | e and | Ner | bua | da. | |
| Dolpa | | | | | | | | | 3,16,000 | |
| Hansood | | | | | | | | | 85,000 | |
| Octisier | | | | | | | | | 78,000 | |
| Nundary | | | , | | | | ٠ | | 65,000 | |
| To | tal | south | of t | he Ta | ptee | and | betw | een | | |
| | | tee and | | | | | | | 10,35,000 | |
| De | duc | t 20 per | cen | t. on a | iccon | nt of | decre | ase | | |
| c | f re | Venue | • | • | | ٠ | ٠ | • | 2,07,600 | 8,30,400 |
| Nahabuno | ly o | f Chou | rass | and (| Chick | ley | | | 20,000 | 0,30,400 |
| Phoelpoor | a) | | | | | • | | | | |
| Coomarri. Cattergon | | ٠ | • | • | ٠ | • | • | ٠ | 5,000 | |
| | | | | | | | | | | 25,000 |
| √Fron | | | | es nea | ır the | Too | mbac | idra | h :— | |
| Savancor | t, 21 | 5 talook | s. | | | | | . : | 10,22,838 | |
| From Bai | ikaj | poot | | | | | | | 5,56,762 | _ |
| | | | | | | | | - | <u>1</u> | 5,79,600 |
| | | | | | Gra | nd To | tai | | 2 | 6,00,000 |

no

The Seal of Pundit

(The Peishwa's signature.)

(A true copy.)

B. CLOSE.

Ratified by the Governor-General in Council on 11th February 1803.

SUPPLEMENTAL to the TREATY OF BASSEIN, ---- 1803.

A Treaty, consisting of 19 Articles was concluded at Basson between the Honorable Inglish I will Indra Company Rehander and His Highness the Peishwa Badjuc Rao Rogonath Pundu Purdhun Behander In. following Articles of Engagement are now some of an advertled, as supplemental to the said Treaty by Leutenant Coloron, Today, on the part of the said Roo Honorable Company and Annual Ro Dyrket, on the part of the said Rao Pundu Purdhan Behander, under full power and authority granted to them respectively for the purpose.

ARTICLE 1

That of the territory ceded in perpetuity to the Honorable East India Company by the said Treaty of Bassein, the country of Savenore, and Talook of Bancapoor, in the Carnatic, yielding an annual revenue of if falsh Rupees, shall be restored in perpetuity to the Sircar of the said Rao Pundit Purdhan Behauder

ARTICLE 2

That of the territory ceded in perpetuity to the English East India Company by the Treaty of Bassein, the Perguinah of Oolpah in Guzerat, yielding a revenue animally of three lakts and sixteen thousand Rupees, shall likewise be restored in perpetuity to the Sircar of the said Rao Pundit Purdhan Behadder, in order that it may be restored to Nursing Khundy Row, who has served the Sircar with fidelity and attachment

ARTICLE 3

That a regiment of native cavalry, of the same strength and complement as the cavalry regiments belonging to the Hyderabad subsidiary force, shall be added to the British Poona subsidiary force

ARTICLE 4

In the filteenth Article of the Treaty of Bassein it is stipulated that ten thousand cavaly and six thousand infantry, with a due proportion of ordanace and military store, and in addition thereto such further force as the Sircar of the said Rao Pundit Purdhan Reabader, and the subject should be able to bring into the field. This stipulation is now annulled, and in lieu thereof, it is agreed and covenanted, turnsh five thousand cavalry and three thousand infantry, with a due proforce as the said Rao Pundit Purdhan Rehauder shall appear force as the said Rao Pundit Purdhan Behaudit in the further force as the said Rao Pundit Purdhan Behaudit shall should be further force as the said Rao Pundit Purdhan Behaudit shall should be further force as the said Rao Pundit Purdhan Behaudit shall be able to bring

ARTICLE 5

That a corps of Mahratta cavalry, amounting to five thousand, shall be maintained by the British Government during the present war, for the service of the Poona State, under the orders of the British Government, of which five thousand horse, two thousand shall serve with His Highness the Peishwa, and the remaining three thousand with the British army in the field; and in the said five thousand Mahratta cavaly are not to be included the Mahratta troops serving with the British army under the Chieftains Bapoojee, Gunneis Puntfücklah, and Seedojee Row Nimalun, which troops shall continue to be subsisted at the charge of Rao Pundit Purthan Behander.

ARTICLE 6.

By the first and second Articles of this Agreement, territory yielding an annual revenue of yn,06,000 Rupces is restored to the Sircar of Rao Pundit Purdhan Behauder; in lieu thereof and for the purposes hereafter mentioned, the said Rao Pundit Purdhan Behauder agrees and stipulates to cede in perpetuity to the Honorable English East India Company, from the Province of Bundelcund, conquered for the Poona State by Ali Behauder, territory yielding an estimated annual revenue of 36,16,000 Rupces, agreeably to the following detail:

 In lieu of the country of Savenore, and Talooks of Buncapoor, in the Carnatic, and the Pergunah of Oolpah, in Guzerat, a tract of territory, yielding an annual revenue of 19,16,000 Rupees

2. On account of the stated high value of Oolpah, a tract of territory yielding an annual revenue of 50,000 Rupees, in excess for that Pergunnah.

3. To bear the entire expense of the regiment of cavalry mentioned in Article 3, a tract of territory yielding an annual revenue of 7,50,000 Rupees

4. To serve as an equivalent for the expense to be incurred by the British Government in paying and mantaining, during the present war, the 5,000 cavalty mentioned in Article 5, a tract of territory yielding an annual revenue of 5,00,000 Rupess, and lastly, a tract of territory yielding an annual revenue of 4,00,000 Rupess, to meet the extraordinary expenses which the British Government must be subject to in establishing its authority in Bundeleund, which is disturbed and ravaged by rebels, who must be subdued and punished. Total ceded from Bundeleund, 30,16,000 Rupees.

ARTICLE 7.

The whole of the foregoing territory, ceded as above from Bundelcund to the Honorable English East India Company, shall be taken from those quarters of the province most contiguous to the British possessions, and in every respect most convenient for the British Government.

ARTICLE 8.

Insamuch as the Pergunnan of Oolpah was particularly valuable to the Honorable Company's Government, by reason of its proximity to the City of Surat, in the prosperity of which the British Government bears an anxious concern, it is accordingly agreed and stipulated, that the said Pergunnah of Oolpah shall be so managed and governed, at all times, by the Mahratta

authority, as to conduce to the convenience of the said City, by attention to the rules of good neighbourhood, and the promotion of an amicable and commercial intercourse between inhabitants of both sides. And inasmuch as the sovereignty of the River Taptee doth belong to the British Government, it is accordingly agreed and covenanted, that the Mahratta authority in Oolpah shall have no right or concern whatever in the wreck of any vessel that may be east upon any part of the Oolpah territory, connecting with the said River Tapttee, but be bound, in the event of any such wreck, to render the vessel all practicable and, for which the partners assisting shall be entitled to receive from the owners of the wreck a just and reasonable compensation

Signed, sealed, and exchanged at Poona, the 16th December, Anno Domini 1803, or the 1st Ramsan, Anno Higeree 1218.

Ratified by the Governor-General in Council, the 7th January 1804-

No. XIV.

PARTITION TREATY OF POONA with HIS HIGHNESS the
PEISHWA,—1804.
TREATY for the STREET

TREATY for the SETTLEMENT OF GENERAL PEACE IN HINDOSTAN and the DECCAN, and for the CONFIRMATION OF the FRIEND-SHIP SUBSISTING DETACH. THE HONORABLE ENGLISH EAST INDIA COMPANY and its allies, HIS HIGHNESS THE SOUBAHDAR, of the DECCAN and HIS HIGHNESS RAO PUNDIT PURPHAN PEISHWA BEHAUDER, settled between the said HONORABLE COMPANY and the said allies by LIEUTENANT-COLONEL BARRY CLOSE, Resident at the Court of HIS HIGHNESS the PEISHWA, in virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT OF THE MOST ILLUSTRIOUS ORDER OF ST. PATRICK, one of HIS MAJESTY'S MOST HONORABLE PRIVY COUNCIL, GOVETNOT-GENERAL of all the British possessions, and CAPTAIN-GENERAL of all the British land forces in the East Indies.

Whereas, by the terms of the Treaties of peace concluded by Major-General the Honorable Arthur Wellesley, on the part of the Honorable Company and its allies, with Maharajah Senah Saheb Sonbah, Rajah of Bera at Deogaum, on the 17th of December 1803, and with Maharajah Dowlut Row Scindia at Surje Anjengaum, on the 30th of that month, which Treaties have been duly ratified by the Governor-General in Council, and by the allies of the British Government, certain forts and territories have been ceded by Maharajah Senah Saheb Soubah, and by Maharajah Dowlut Row Scindia, to the Honorable Company and its allies, the following Articles of Agreement, for the settlement of the said forts and territories, have been concluded by the British Government and by the said allies:-

ARTICLE I.

The Province of Cuttack, including the Port and District of Balasore and all cessions, of every description, made by the 2nd Article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth Article of the said Treaty of Deogaum, shall belong in perpetual sovereignty to the Honorable English East India Company.

ARTICLE 2.

The territories of which Maharajah Senah Saheb Soubah formerly collected the revenues in participation with His Highness the Soubahdar of the Deccan, and those formerly possessed by Maharajah Senah Saheb Soubah to the westward of the River Wurdah, ceded by the 3rd Article of the Treaty of Deogaum, and the territory situated to the southward of the hills on which are the forts of Nernullah and Gawilghur, and to the westward of the River Wurdah, stated by the 4th Article of the Treaty of Deogaum to belong to the British Government and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Deccan, with the exception of the districts reserved to Senah Saheb Soubah in the 5th Article of the said Treaty of Deogaum.

ARTICLE 3.

All the forts, territories, and rights of Maharajah Dowlut Row Scindia in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests in the countries which are to the northward of those of the Rajahs of Jeypoor, and Jodepoor, and of the Rana of Gobud, ceded by the 2nd Article of the Treaty of Surje Anjengaum, shall below belong in perpetual sovereignty to the Honorable Company.

ARTICLE 4.

The Fort of Baroach and territory depending thereon, ceded by the 3rd Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company.

The Fort and City of Ahmednuggur, together with such part of the territoy depending thereon, as is ceded by the 3rd Article of the Treaty of Surje Anjengaum to the Honorable Company and its allies, shall belong in perpet-ual sovereignty to His Highness the Peishwa.

ARTICLE 6

All the territories which belonged to Maharajah Dowlut Row Sondia before the commencement of the lale was stutted to the southward of the hills called the Adjunte Hills, including the Fort and District of Jalapare, the town and District of Gandapore and all other districts between that range of hills and the River Godwerj, coded by the 4th Article of the Treaty of Surje Adjungam to the Honorable Company and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Decean

ARTICLE 7

All cessions made to the Honorable Company by any Treaties which have been confirmed by the 9th Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company

ARTICLE 8

This Treaty, consisting of eight Articles, being this day, the 14th of May 1803 A D, corresponding with the 3rd of Suffer 1219 A H, settled and concluded at Poona by Leutenant Colonel Barry Close, Resident, with His Highness the Peishwa, Lieutenant Colonel Close has delivered to His said lighness a copy of the same in English Persian and Mahratta, under the seal and signature of the said Lieutenant Colonel Close and His Highness the Peishwa has delivered to the said Lieutenant Colonel Close another copy, also in Persian, Valantata, and English, bearing His Highness' seal, and Lieutenant Colonel Close aforesaid has engaged to procure and deliver to His said Highness, without delay, a copy of the same, duly rathfed by His Excellency the Most Noble the Governor General in Council, on the receipt of which by His said Highness, the present Treaty shall be deemed complete and binding on the Honorable the English East India Company and on His Highness, and the copy of it now delivered to His said Highness shall be returned

Ratified by the Governor General in Council on 4th June 1804

No XV.

TREATY between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS BIJER RAO RUGHOVATH RAO PUNDIT PURDHAM, his hers and
successors concluded at POONA, on the 13th of June, by the HONOR
ABLE M ELPHINSTONE on the part of the HONORABLE COMPANY, and
by Moro Dinit and BALLAJRE LUCHUMU on the part of the RAO
PUNDIT PURDHAM, by virtue of full powers from their respective
Godynments,—1817

* Whereas a Treaty of general defensive alliance, consisting of nineteen Articles, and concluded at Bassem between the Honorable East India

Company and His Highness Rao Pundit Purdhan Behauder and whereas seven Articles of Agreement supplemental to the said Treaty, were agreed on at Poona between the same powers and whereas certain disputes have since arisen, which it is the desire of both parties to remove with a view to adjusting the said disputes, and to the better fulfilment of the said alliance, the following Treaty has been concluded between the two States -

ARTICLE I Whereas Trimbuckjee Dainglia by the murder of Gungadhur Shastry, the Public Minister of the Guicowar State rendered himself obnoxious to public justice, and it became the peculiar duty both of the Honorable East India Company's Government and of that of His Highness Rao Pundit Purdhan Behauder to inflict on him such punishment as might mark their detestation of his crimes and deter others from committing the like atrocities, and whereas Trimbuckiee Dainglia has escaped from the custody of the Honorable East India Company's Government, to which he was made over by Rao Pundit Purdhan Behauder, and has since added to his crimes by assembling banditti and committing various acts of plunder and murder, His assembling banditti and committing various acts of plunder and murder, His Highness Rao Pundit Purdhan Behauder solemnly engages never to afford the said Timbuckee any countenance or protection whatever but to use to the said Timbuckee any countenance or protection whatever but to use this utmost efforts to seize and deliver him up to the Honorable East India Company and until such time as the said Dungha may be delivered up the lamily of the said Dungha are to remain as hostages in the hands of the Honorable Company's Government His Highness Rao Pundit Purdhan Behauder also engages severely to punish a l who participated in the said Trimbuckjee's rebellion, and who have not surrendered themselves according to His Highness' proclamation

ARTICLE 2

All articles of the Treaty of Bassein, and of the supplemental Articles concluded at Poons, which are not contrary to the tenor of the present engagement, are hereby confirmed ARTICLE 3

By the eleventh Article of the Treaty of Bassein, His Highness Rao Pundit Purdhan Behauder engages to dismiss all Furopeans, Atties of States at war with Great Butan, who stall meditate injury towards the English His Highness Rao Pundit Purdhan Behauder now engages never to admit into his territories any subject of any European or American power whatever, without the previous consent of the British Government

ARTICLE 4

By the (17th) seventeenth Article of the Treats of Bassein, His High rest Rao Pundit Purdhao Behander engages neither to commence nor pursue rest can connict currently behaviors one (187) between the commence nor pursues in future any negociations with any power whatever, without things precious notice to, and entering into mutual consultation with the Homorelie Englishment of the control of the con India Company's Government, in order to the more effectual fulfilment of

this Article His Highness Rao Pundit Purdhan Behauder hereby engages neither to maintain Vakeels or other Agents at the Court of any power whatever nor to permit the residence of Vakeels or other Agents from any power whatever at his Court and His Highness further engages to hold no communication with any power whatever except through the Resident or other Minister of the Honorable Company's Government residing at His High ness Court and His Highness Rao Pundit Purdhan Behauder hereby for himself and for his heirs and successors recognizes the dissolution in form and substance of the Mahratta confederacy and renounces all connection whatever with the other Mahratta powers whether arising from his former situation of executive head of the Mahratta Empire, or from any other cause. Nothing contained in this Article shall affect any rights which His Highness Rao Pundit Purdhan Behauder may possess over any Chiefs of the Mahratta State between the Rivers Nerbudda and Toombuddra, and to the west of the western frontier of His Highness the Nizam's Dominions, who are now in obedience to His Highness Rao Pundit Purdhan Behauder His Highness however renounces all claims on the Rajah of Colapore and on the Govern ment of Sawunt Warree and engages to advance no claims on the lands of their Highnesses Scindia Holkar the Rajah of Berar, and the Guickwar, which may be situated within the limits before mentioned

ARTICLE 5

His Highness Rao Pundit Purdhan Behauder specially renounces all future demands on His Highness Rajah Anund Rao Guickwar Behauder, whether resulting from the former supremacy of the said Rao Pundit Pur dhan Behauder as executive head of the Mahratta Empire or from any other cause but as various demands and papers of accounts, arising from certain unfinished transactions, subsist between the Government of His Highmes Rao Pundit Purdhan Behauder and the Government of the Rajah above mentioned which His Highness Rao Pundit Purdhan Behauder agreed by the fourteenth Article of the Treaty of Bassein, to submit to the arbitration of the Honorable Company's Government, those demands are hereby declared to be in force as far as relates to past times but His Highness Rao Pund t Purdhan Behauder now consents, that in the event of the payment of the namual sum of four lakhs of Rupees by Rajah Anund Rao Guickwar Behau der, the above agreement shall be set aside and the said Rajah shall be discharged from all claims whatever on the part of the said Rao Pundit Purdhan Behauder In case His Highness Rajah Anund Rao Gnickwar Behauder should not consent to the payment of the annual sum of four labbe of Rupees, then the agreement above-mentioned, which forms part of the (14th) fourteenth Article of the Treaty of Bassein, shall remain in force ard binding on both parties, but His Highness Rao Pundit Purdhan Behauder hereby distinctly renounces all future claims on His Highness Rajah Anund Rao Guickwar Behauder

ARTICLE 6

In the fourth Supplemental Article to the Treaty of Bassein, it is agreed that in time of war His Highness Rao Pundit Purdhan Behauder shall

appoint and furnish live thousand cavalry and three thousand infantry with a due proportion of ordnance and military stores to join and act with the British subsidiary force and in addition thereto. His Highness agreed to employ in the war such further force as he shall be able to bring into the field That Article is hereby annulled and in her thereof it is agreed that His Highness Rao Pundit Purdhan Behauder shall place at the disposal of the British Government sufficient funds for the payment of a force of five thousand cavalry and three thousand infantry and the provision of a due proportion of ordnance and military stores on the fulfilment of which engagement the British Government shall have no further claim to the services of the contingent above mentioned But His Highness Rao Pundit Purdhan Behauder shall still be bound as formerly to co operate in the war with such a force as he may be able to bring into the field the Honorable Company in the same manner engaging to employ in active operations against the enemy the largest force which they may be able to furnish over and above the subsidiary force

ARTICLE 7

To enable the British Government to supply the place of the contingent bove-mentioned, His Highness Rao Pundit Purichan Behruder hereby assigns, and cedes in perpetuity to the Honorable Company all the territories and rights detailed in the schedule anneved to this Treaty and His Highness expressly renounces all claims and pretensions of a whatever description on the countries enumerated in the stud schedule and all connexion with the Chiefs and Boomeas of those countries.

ARTICLE 8

As it may be found that certain of the territories ceded by the foregoing Article may be inconvenient from their situation. His Highness Rao Pundit Purdhan Behauder, for the purpose of rendering the boundary line a good and well defined one, agrees that such exchange of talooks and lands shall be made hererliter, on terms of a fair valuation of their respective revenues as the completion of the stud purpose may require and it is agreed and covenanted that il e territories to be assigned and ceded to the Honorable Company by the (7th) eventh Article or in consequence of the exchange stipulated eventually in this trible shall be subject to the ecclusive murigement and authority of the said Company and their officers.

ARTICLE 9

His Highness Rao Pundit Purdhan Behauder will immediately issue the necessars purvannals or orders to His Highness Officers to deliser over charge of the districts ceded by Article eventh to the Officers of the Horier able Company, and it is hereby agreed and stipulated, that all collections made by His Highness Officers subsequently to the commencement of the Hindoo year (answeing to the 5th of June 1817 A D), shall be carried to the credit of the Honorube Compun, and all claims to balarces from the said distincts referring to periods intecedent to the conclusion of this Trusty, shall be considered as null and you?

ARTICLE 10

All forts situated within the districts ceded as aforesaid shall be delivered to the Officers of the Honorable Company with the said districts, and His Highness Rao Pundit Purdhan Behauder engages that the said forts shill be delivered to the Honorable Company without being injured or damaged

ARTICLE 11

It is further agreed that if disturbances shall at any time break out in the distincts celled to the Hanorable Company by this Agreement. His High ness Rao Pundit Purdhan Behauder shill permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the vaid distincts.

ARTICLE 12

His Highness Rao Pundit Purdhan Behauder on his own part, and on the part of his heirs and successors hereby cedes to the Honorable East India Company, in perpetual sovereignty, the Fort of Ahmednuggur, together with as much of the adjoining country as may be within two thousand (2 000) yards of the fort measured from the foot of the glacis His High ness Rao Pundit Purdhan Behander engages to furnish such pasture lands as may be required for the use of the subsidiary force at the most contenient place adjoining to the cantonments of the different divisions of the said force and although by the spirit of the Treaty of Bassein the British Govern ment is already entitled to send such troops into. His Highness territories as may appear requisite for the fulfilment of the terms of that Treaty, yet to remove all doubts on that point His Highness Rao Pundit Purdhan Behauder f other engages to admit the residence, within his dominions of any number of British troops in addition to the subsidiary force that the British Government may think necessary, and to permit all British troops to pass through all parts of his dominions without obstruction provided that nothing in this Article is to entitle the British Government to make any demand on His Highness for the expense of the additional troops so residing

ARTICLE 13

His Highness Rao Pundit Purdhan Behauder hereby codes to the Honorable Fast India Company all his rights interests or pretensions, feudal, territorial, or pecuniary in the province of Bundledund including Saugor, Janu and the lands held by Nana Govind Rao, and agrees to relinquish all connection with the Chiefs in that quarter

ARTICLE 14

His Highness Rao Pundit Purihan Behauder for himself, and for his beirs and successors, hereby cedes to the Honorable East India Company all his rights and territories in Malma, which were secured to him by the 11th Article of the Treaty of Surje Angengaum, and generally all rights and pre-tensions of every denomination whigh he may possess in the country to the

north of the River Nerbudda excepting those which lie possesses in the Province of Guzerat and engages never more to interfere in the affairs of Hindustan

ARTICLE 15

His Highness Rao Pundit Purdhan Behauder formerly rented his share of the City and Province of Ahmedabad including the tribute of hattiwar, to Blugwint Rao Guickwar at the rate of four lakhs and a half of Rupees per annum and granted a Sunnud to that effect under date the twenty seventh Jemadee ul Akhir (1205) one thousand two hundred and five. The tribute of Kattiwar formerly comprehended in that farm has been ceded to the British Government by the seventh Article of the present Treaty. His Highness non agrees to grant the remainder of the said farm in perpetuity to His Highness Raja Anund Rao Guickwar Behauder, and to his heirs and successors, on the same terms as those contained in the above mentioned Sunnid dated the twenty seventh of Jemadee ul Akhir A H one thousand two hundred and hye (1205), except ing the terms contained in the second (2nd) eighth (8th) eleventh (11th), and fifteenth (15th) Articles which are hereby abrogated and annulled In consideration of the greatness of the actual revenue of the City and Province of Ahmedabad, and likewise of the loss to which His Highness Rao Pundit Purdhan Behauder has already been subjected by his renunciation of all future claims on His Highness Raja Anund Rao Guickwar Behauder, and by his accepting an annual payment of four laklis in lieu of all claims actually due up to the present day, it is agreed that the former sum of four lakhs and a half of Rupees shall still be paid for the farm of Ahmedabad, not withstanding the separation of the tribute of Kattiwar

ARTICLE 16

Whereas certain Articles of Agreement (as: in number) regarding the settlement of the southern jaghiredars were presented by the Resident at Poona to His Highness Rao Pundit Purdhan Behauder, on the 6th of July, ont thousand eight hundred and twelve (1812) A D, to which, after a modification suggested by His Highness and submitted to him on the seventh of the same month, His Highness gave his entire consent, those articles are hereby recognized and declared to be binding on hoth parties, as much as if they formed part of the present Treaty and whereas various disputes have virsing regarding the muster of the troops of the said gaphiredars, and the manners and periods of their service, His Highness Rao Pundit Purdhan Behru der herb, agrees to be guided entirely by the advice of the British Government with regard to those subjects, and to issue no orders to the aghiredars without full concert with the British Government his Highness hereby agrees to revore to the said jaghiredars am of the lands included in their Sunnieds which may now be in His Highness possission, and in consideration of the recommendation of the British Government His Highness to restore to Madhoo Rao Rastia He jaghire.

formerly held by him and resumed in the year one thousand eight hundred and fourteen and to permit him to hold that jaghire as formerly, under the guarantee of the British Government

ARTICLE 17

The fort and territory of Mail, hast having been taken possession of by the troops of His Highness Rao Pundit Purdhan Behauder without concert with the Britt h Government and His Highness occupation of that fortress having since occa.ioned various inconveniences to the other allies, His High ness Kao Pund I Purdhan Behauder engages to withdraw his troops from Mailghaut and he hereby renounces all claims and pretensions to the said to and interference and the said that can be sufficiently and the capacitation of one thousand eight hundred and eleven

ARTICLE 18

| Pe shwa's Scal | (Peishwa's Signature) | | | | |
|-------------------------------------|-----------------------|---|--|--|--|
| Governor Gene al's small Scal | (Sd) | HASTINGS \ B EDMONSTONE A SETON G DOWDESWELL | | | |

Ratified by the Gove nor General in Council this fifth day of July, one thousand eight lundred and eventeen at Fort William in Bengal

(Sd) J ADAMS,

Acting Chief Secretary to Government

SCHEDULE OF THE LANDS and REVENUES ceded in perpetuity by HIS HIGHNESS RAO PUNDIT PURDHAN BEHAUDER to the HONORABLE EAST INDIA COMPANY, by virtue of the SEVENTH ARTICLE of the annexed TREATY, amounting to thirty-four lakhs of Rupees, lands and revenues, to be made over immediately.

The Districts of Bailanur, Autgong, and Culleaun, and all the territories possessed by His Highness Rao Pundit Purdhan Behauder situated to the north of those districts as far as Guzerat, and lying between the Ghauts of the Syadree mountains and the sea

All the rights and territories possessed by His Highness Rao Pundit Purdhan Behauder in Guzerat, with the exception of Ahmedabad. Oolpar,

and the annual payment due by the Guickwar.

The tribute of Kattiwar is estimated, after deducting the expense of col lections, at four lakhs of Rupees

The territories of Darwar and Koosigul

The above territories are to be made over immediately. The necessary expenses of the management of the said districts are then to be ascertuned and deducted from the gross revenue. The remaining revenue is to form part of the thirty-four lakhs stipulated for in the seventh Article, and the territory required to complete that amount is to be ceded in the Carnatic in such siturtions as may be most convenient to the Honorable East India Company's Government, with a view to the preservation of a distinct boundary line

Whatever collections may have been made by the Officers of His Highness Rao Pundit Purdhan Behauder from the districts to be made over immediately, or from those to be hereafter assigned in the Carnatic subsequent to the commencement of the present Hindoo year, answering to the 5th of June 1817, are to be repaid to the Officers of the Honorable East India Company,

agreeably to the moth Article of the Treats For the purpose of ascertaining the amount of the revenue of the terri-tories now made over, it is agreed that the regular accounts for the last twenty years shall be produced from the records of His Highness Rao Pundit Purdhan's Government, within the period of five days

(Peishwa's Signature) Peishwa s Seal (Sd) HASTINGS N B LDMONSTONE Governor A SETON tmali Seal G DOWDLSWELL

By the Governor-General in Council, this 5th day of July 1817

(\$d)] ADAMS. Acting Chief Secretary to Government Paper presented by the Resident at Poona to the Peishwa's Ministers on the 6th of July 1812, and accepted by His Highness on the 7th.

First -- His Highness the Peishwa will take no notice of past injuries, and will advance no pecuniary claims without the consent of the British Government

Second - The jaghiredars to retain possession of their serinjaumy lands

as long as they serve His Highness the Peishwa with fidelity

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Third -All lands and revenues which have been usurped ie, enjoyed without Sunnuds, by the jaghiredars, to be restored to His Highness the

Fourth - The jaghiredars to serve His Highness the Peishwa according to their Tynaut Zaubitas, and to attend with their contingents when sum moned by His Highness The Peishwa will not give any promise to the jaghiredars that shall limit his ancient right to summon them when he pleases and retain them as long as he thinks fit but he promises the Brilish Govern ment to employ them when the affairs of his Government require it, and to dismiss them according to the ancient usage by the advice of the British Government when their services are not required. His Highness also engages to treat the jaghiredars with the consideration to which they are entitled by former practice

Fifth -The British Government charges itself with the fulfilment of the conditions contained in the four Articles above written If the jaghiredars shall not accept them the English Government will enforce them by fair means or by force if necessary, and if they should finally reject them the British Gove ament will unite with the Peishwa in resuming their lands for The Highness Should the jaghiredars give their consent to these engagements at present, but hereafter refuse to comply with them, the British Gov ernment will join with the Peishwa in punishing them

Sixth -The Peishwas Government will not depart from any of the engagements into which the British Government may enter in conformity to the preceding Articles nor is any other authority to interfere with the British Government in the present negociation

> Pe shwa s (Peishwa's Signature) Seal (Sd) HASTINGS Governor-Ge-N B EDMONSTONE seral a smal A SLTON Seal DOWDESWELL

By the Governor General in Council the 5th day of July 1817

(Sd) J ADAMS Acting Chief Secretary to Government

II.-KATHIAWAR AGENCY.

By the 4th Article of the treaty* with the Gaekwar of 1805 it was bupulated that a portion of the subsidiary force, for which that treaty pro ited, should proceed to Kathiawar whenever there should be a real necessity or it, the British Government being the judge of the necessity. During the lose connection which existed between the British Government and the lose connection which existed between the British Government and the aconsiderable portion of the Gaekwar s revenues depended on the realisation a considerable portion of the Gaekwar s revenues depended on the realisation of revenues from Kathiawar, which were annually collected by a military of revenues from Kathiawar, which evils of this "mulkgri' system, which was a special characteristic of the Maratha Empire, attracted the attention of the British Government.

The exactions of the mulkgri army were directed chiefly against property—never against persons unless the demands of the government were resisted. If a Chief settled with the government before the army entered his estates, he was secure from oppression, but if he resisted the whole his estates, he was secure from oppression, but if he resisted the whole open country was put under forcible contribution. As the mulkgri expeditions began to be undertaken with greater regularity, the contributions were increased, till eventually. Marathi establishments were introduced into the increased, till eventually Marathi establishments were introduced into the increased, till eventually Marathi establishments were introduced into the increased, till eventually Marathi establishments were introduced into the increased, till eventually Marathi establishments were introduced into the increased, till eventually Marathi establishments were introduced into the increased, till eventually marathi establishments were introduced into the increased, till eventually Marathi establishments were introduced into the increased, till eventually Marathi establishments were introduced into the increased, till eventually Marathi establishments were introduced into the increased, till eventually Marathi establishments were introduced into the increased, till eventually Marathi establishments were introduced into the increased, till eventually Marathi establishments were introduced into the increased, till eventually Marathi establishments were introduced into the increased, till eventually marathi establishments were introduced into the increased, till eventually marathi establishments were introduced into the increased, till eventually marathi establishments were introduced into the increased, till eventually marathi establishments were introduced into the increased, till eventually marathi establishments were introduced into the increased, till eventually expedit e

Two obvious evils were inseparable from this system, to neither of which could the British Government lend its countenance. In the first place, there being no civil government, the country was desolated by the in testine feuds of the petty landholders, and in the next place, the injury done to the country by the mulkign army was out of all proportion greater than to the country by the mulkign army was out of all proportion greater than the revenue realised. When, therefore, the British Government associated the treatment of the transport of the transport of the Gaekwar in Kathiawar itself with the Gaekwar in enforcing the rights of the Gaekwar in Kathiawar itself with the Government associated to the proposition of the transport of the country, and the commutation of the variable and generally increasing collections inade by the Grekwar to fixed money payments to be made annually without the periodical deepatch of an army Further to be made annually without the periodical deepatch of an army Further than this it was not proposed to interfere with the rights and powers formerly than this it was not proposed to interfere with the rights of the entired by the Chefe food landholders, or, at that time, with the rights of the

- 3rd—Those in which the talukdars only bind themselves to abstain from annoying merchants and travellers, and to give them guards until they leave their territories, and are not liable for compensation for robberies or for the production of the thief
- 4th .—Those in which the talukdars bind themselves that, if the tracks of any bad character enter the lands of any village of their taluka, they will carry them in or become responsible in any way that Government may direct
- 5th—Those in which the talukdar is responsible for highway robberies absolutely and no reservation is made regarding the production of the thief

The different bonds apply, class for class, to the various States as follows -

.No 1 -- Junagarh, Bhaunagar, Dhrangadra, Morvi, Wankaner, Dhrol, Rajkot, Jetpur Jasdan

2 -Porbandar, Wadhu an, Gondal

3 -Limri

4 —Vanod Dasara, Chura, Than-Lakhtar and Limri, Muli, Wadhwan, Sayla and Virpur, Junagarh and Bhaunagar
5 —Other States

Other State

A special bond of the same description (No. 6) was in 1812 taken from the Jam of Nawanagar after a British force had occupied his territory. The Chiefs of Palitana and Lathi do not appear to have been ever called upon to give formal security in this way.

It is remarkable that in all the arrangements of 1807 the rights of the Peshwa in Kathawar were overlooked. The Gackwar was entitled to the greater part of the Kathawar resenues, not in his on right, but in his capacity of farmer for the Peshwa. Yet the engagements concluded were drawn up solely in the Gackwar's name. The Peshwa's consent to the settlement of his revenues in perpetuity was never asked, nor was he even informed of what had been done till 1814, after the Gackwar's lease had expired, and the disputes arose between the Peshwa and the Gackwar which ended in the murder of Gangadhar Shastir. The British Resident at Poona then delivered a draft agreement † to the Peshwa, explaining the nature of the engagements which had been made, and requiring him to respect them

[&]quot; See Vol. VIII, Barods.

rabces 8 of 412 at these settlements in perpetuity was equivalent to Government rights in hathianar are limited. The aggregate amount of revenue fixed the period to which all enquires in disputes regarding lands or hereditary 1807 were based upon the state of things existing at the time and this is under the guarantee of the British Government. The settlements made in Memorandum (10 VVIII) of the engagement was given to each Chuel first hind only nas taken After these engagements nere concluded a If hen the Chiefs pa d no revenue to the Gacknar the engagement of the n perpetunty and for this security was given renemable after ten jears The second kind of engagement nas for the parment of a fixed recenue chain of responsibilite making each Chief answerable for his neighbour counter-security was taken from sone other Chief so as to establish a by the Bhat * of the Chief and for the taithful performance of its terms Corernment the Peshua and the Gaelnar This engagement nas signed peace of the country and the protection of the possessions of the British called Fa el Zamin and was a securiti bond providing for the general

ciasses may be described thus -classes a specimen of each of which is appended (No AVII) These regarding merely rerbal differences they may be divided into five main taken from the same number of Chiefs and are still in existence 147 ponds com ng under the general designation of Fa el Zamin, were Kathianar and again in some instances at so late a date as 1850. In all Gachwar, the British Government had acquired exclusive authority in instance in 1821 22 when under arrangements with the Peshna and the The principle of the Fa el Zamin t bonds was developed later, for

or for the production of the thief 1st -Those in n luch the talubdars are responsible for compensation

as acil as the production of the thiel and -Those in which the talukdars are responsible for compensation

see cons dered ancred, and bene" they we a commonly employed as suret es * The Maste or barden en elars of people h ghly respected by Rapputs The r persons

Special districts terens of thes bonds but by the "Mall Robbery Rules promulgated in 1866 and since and the response by it has hald the market States for int to be better es is governed not by the Gene at in Council has accord agiy decided, with the endourtence of the Secretary of State which duge had imposed ayon the Chiefs who became par es to them. The Governorend the forest contone greated at the time of the reserved on the date of the oblight one Kath mag j they have been suite being pronounced to be rothing more than a fe mail as treat es on agreements covering all the r pol t cal relations with the Nat we States of t is to be nette d that the Coverament of Ind a ent I Iy decline to regard there bonds

of the country to reside in the power to whom they paid tribute, that before the British Government assumed the supreme authority, the Gaekwar had the right of interfering to settle disputed successions, to punish offenders seized in Chiefships of which they were not subjects, to seize and punish indiscriminate plunderers, to cocree Chiefs who disturbed the general peace, and to interfere in cases of flagrant abuse of power or notorious disorder in the internal government of the Chiefs Upon the basis, therefore, of these rights of the supreme power, the British Government, in 1831, established a criminal court of justice in Kathiawar to be presided over by the Political Agent (now Agent to the Governor) aided by three or four Chiefs as assessors, for the trial of capital crimes in the estates of Chiefs who were too weak to punish such offences, and of crimes committed by petty Chiefs upon one another, or otherwise than in the legitimate exercise of authority over their own dependants. But, with this exception, no magisterial interference in the administration of the territories subject to the various Chiefs was exercised by the Political Agent (now Agent to the Governor)

The investigations made at the settlement in 1807 revealed the fact that the Rajput tribes in Kathiawar, more particularly the Jarejas and Jethwas, were addicted to the barbarous practice of female infanticide Mr Duncan, the Governor of Bombay, who some years before, when in charge of Benares, had induced a caste called Rajkumars to put a stop to this usage, instructed Colonel Walker to endeayour to induce the principal Chiefs in Kathiawar to bind themselves and their followers to renounce the crime With much difficulty Colonel Walker succeeded in persuading twenty Chiefs and their Bhavad, including every Jareja Chief who enjoyed the smallest separate jurisdiction, to sign an Engagement (No XIX) binding themselves under penalties to prohibit infanticide, and giving the British Government and the Gaekwar the right to punish offenders The engagement comprised within its obligation every Jareja family inhabiting the peninsula of Gujarat It was first signed by the Chief of Gondal and last by the Jam of Nawanagar In consequence of violations of this agreement, two Chiefs were subsequently required to renew it-the Jam of Nawanagar in 1812 (No AX), and the Chief of Rajkot in 1835 (No XXI) The latter Chief was fined Rs 12,000 for breach of his engagement, and his the new agreement, for which he had to furnish two securities, he was required to inform the Political Agent in Kathiawar of any birth expected in his family. His sureties were the Raja of Wankaner and the Chief of Kotra-Sangani Shortly after the conclusion of the settlement of Kathiawar, Colonel Walker left India, and the subject of infanticide was lost VOL. VI

The Kathianar Chiefs, partly from their pecuniary embarrassments and emper 1817, the internal management is conducted by the officers of the was ceded to the Gaekwar by the 7th article of the treaty ‡ of the 6th Norand in Okhamandal which after its conquest by the British Government, "Panch Mahala" is which had come under the direct rule of the Gackwar, Amreli, honever and the other portions of Kathiawar included in the term secondly, in the Gaelmar's share by virtue of the agreement of 1820 alone, firstly, in its own share acquired under the treaty of 1817, and, supreme authority in Kathian ar has been sested in the British Government demands on the province except through the British Government, the which he engaged to send no troops into Kathianat and to make no rights in Kathian at Since the agreement ‡ in 1870 with the Gaeknar, bi 1817 Article 77 of this ceded to the British Government all the Peshwa's agreement n as come to till the discussions n ere ended by the treaty of ments nere exchanged in the course of the negotiations, but no final to be substituted for it Besides these several other proposed engage-The Peshna did not assent to this draft agreement and presented another poud only n as renen able after ten) errs the settlements being in perpetuity engagements as settlements for ten years whereas the collateral scentify But in this draft agreement the mistake was made of describing the

partly from their weakness and the subdivision of their jurisdictions, were manifering manifering and the country and suppress crime. On the other parall, the peace of the country and suppress crime. On the other hand, the his editor to effect a improvement in the characteristic and the country was under the authority of the Peaknes and the Catekwar, and the country was under the authority of the Peaknes and the Catekwar, and the country was under the authority of the Peaknes and the Catekwar, and becades considerations of the direct control of the Birtish supremery for that an apprecia considerations of the Chiefs to ordinary Heinst Init's and no courtey, prevented the was left people as to ordinary Heinst Init's and no courte of reform was left to ordinary in the scalar authority surved to the obligations of the Chiefs to ordinary theirs init's and no courte of reform was left to ordinary in the scalar containing the properties of reform the country and character of the country and character of the character

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\$ Apreal Dies and Danthwas in the Keltinum Driving and

\$ Apreal Dies and Danthwas Driving to Sycieth and

sight of for some years Attention was again directed to it, however, in 1817, when it was found that between December 1808 and June 1817 only 63 female infants had been rescued from murder In July 1824 the number had increased to 265 In 1825 the infanticide fund was established This fund is now merged in the Agency Consolidated Fund," from which assistance is given to poor Jarejas and others in defraying the expenses of the marriage of their daughters Rewards used to be distributed to such as might merit them by their efforts in rescuing female children from destruction or in bringing offenders to detection. The British Government in 1834 issied a proclamation to all the Kathiawar Chiefs, reminding them of their engagements and declaring the intention of punishing persons gu ltv of infanticide in such manner as might be conducive to the complete suppression of the practice. The proclamation was renewed in 1848 and further steps were taken to remove the causes which led to infanticide by inducing the Chiefs of other Rainut tribes not to give their daughters to any tribes which would not give their daughters in return, and by diminishing the expenses at marriages. These measures, backed by the persevering efforts of the officers of the British Government, were attended with the most successful results. In 1800 it was decided that there was no further necessity for any special measures for the prevention of female infanticide, they have been discontinued, therefore, since the 1st April 1000 Notwithstanding all efforts to reform the administration of Kathiawar,

there was at first little improvement in the condition of the country. The social and political system of the province was described as a system of sangunary boundary disputes murders robbers, abduction, arson, and outlawry. Upwards of two hundred persons were said to have voluntarily made themselves outlaws and to subsist professedly by depredation, Although about eightly of the petty States, which existed in 1807, had been absorbed in other States yet, from the constant subdivision of possessions by inheritance the number of separate jurisdictions* rose to four hundred

| • In Jhalawar | | 102 |
|---------------------|-------|-----|
| In hath awar proper | | 151 |
| | | 2 |
| in Halar | | 47 |
| In Sorath | | 7 |
| ln Barda | | - 1 |
| In Gohe war | | 51 |
| In Und Sarva va | | 37 |
| In Babr awar | | 20 |
| | | |
| | TOTAL | 418 |
| | | |

and eighteen, and in the majority of these the jurisdiction claimed was over two villages, one village, and often a fraction of a village

In 1863 the administration was reorganised by arranging in seven classes all the Chiefs of Kathiawar, and defining their powers and the extent of their jurisdiction. The country was divided into four districts, or 'prants' corresponding with the ancient divisions* of Kathiawar, and European officers were appointed to these districts to superintend the administration generally, and more particularly to try inter jurisdictional cases and offenders who had no known Chief, or who were under such petty landholders as might be unable to bring them to trial.

There are seven Chiefs in Kathiawar, vis. Junagarh, Nawanagar, Bhau-

nagar, Porbandar, Dhrangadra, Morvi, and Gondal who exercise first-class jurisdiction that is to say, have power to try for capital offences, without permission from the Political Agent (now Agent to the Governor), any persons except British subjects Seven-via, Wankaner, Palitana, Dhrol, Limri, Rajkot, Wadhwan, and Jafarabad-exercise second-class jurisdiction, that is to say, have power to try for capital offences without permission of the Political Agent (now-Agent to the Governor), their own subjects only. The other Chiefs have powers more or less restricted according to their class As a rule there is no appeal from the decisions of the Chiefs, but their proceedings may be called for and reviewed on suspicion of injustice The Political Assistants (now Political Agents) have the original civil powers of zilla judges and the criminal powers of district magistrates Appeals lie from their decisions to the Political Agent (now Agent to the Governor), but in civil cases the right of appeal has of late been somewhat restricted Tach Political Assistant (now Political Agent) in charge of a prant has a Deputy Assistant subordinate to him, who resides at the head-quarters of the prant, and has civil and criminal powers up to a fixed limit. There are also a certain number of subdivisional thanadars in each prant, each of whom is invested with lower civil and crin inal powers over a cluster of villages configuous to his thana, for the exercise within his powers of the residuary jurisdiction which vests in the British Government

No special provision was made in these arrangements for the hearing of Giras cases, or those in which landed estates held on a sem feudal fenire were involved. If a case fell within the jurisdiction of a Chief it was beard by him, if it fell beyond his jurisdiction, it was heard by the Political Assist-

*]ha.awar Cuhelwa Sorath Ha.ar VOL, VII.

horth East South West ant (now Political Agent), but it was not the practice to interfere in cases which a Chief, in virtue of his jurisdiction, was competent to hear. The effect of this was to deprive the Mulgirasias of the right of appeal against their Chiefs, and in 1867 it was decided that the Mulgirasias were entitled to look to the British Government for enforcement of the obligation in the Padel Zamus bond of 1850 which bound the Chiefs not to seize lands.

To give effect to this decision it was at first proposed that Giras cases should be heard by a court composed of a Judicial Assistant to the Political Agent (now Agent to the Governor) assisted by the karbharis of the Chiefs as assessors. This arrangement however was regarded with disfavour by the Chiefs, and, after much discussion, during which the Chiefs were allowed every opportunity of representing their views, a scheme was introduced, experimentally, providing for the survey of estates and the settlement of the rights in land of the subordinate Mulgirasias. The Rajasthanik Sabha court was also established for the decision of questions in dispute between Mulgirasias and Bhayads on the one hand and the Chiefs on the other The court was composed of a British officer as president, and six members who were chosen by Government out of a list of twelve names submitted by the Chiefs Of these six members the president chose two to sit with him as assessors, and either party to a dispute had a right of objecting to one of the members Rules (No XXII) were drawn up to regulate the working of the court.

The Rajasthank court was abobished from the 1st April 1899 After the aboliton of the court the following procedure was adopted in regard to the disputes relating to Giras and Haks between the States of classes I to IV and their Bhayads and Mulgitanasa. The Bhayads and the Mulgitanasa schaust their remedies in the States' courts and then submit their applications or appeals against the State Huzur Courts' decisions to the Agent to the Governor, who deals with them as political cases in his own court, referring them, if necessary, to the Judicial Assistant for hearing and report, but the final order is passed by the Agent to the Governor Parties dissatisfied with the decisions of the Agent to the Governor appeal to His Excellency the Governor in Council, Bombay

As for the cases arising in States below class IV, fresh Rules (No XXIII) were made in 1898, by which the Judicial Assistant has been authorized to hear and dispose of such cases with the aid of two assessors to be appointed from among those mentioned in the list maintained for the purpose. All decisions passed by the Judicial Assistant are required to be countersigned by the Agent to the Governor in Kathiawar.

Part I

For many years the southern districts of Kathiawar were exposed to the depredations of bands of Waghers, who plundered the Gaekwar's Mahals and created a widespread feeling of alarm throughout Kathiawar In 1867 a large band of these outlaws attacked and plundered several villages in the vicinity of Raykot, killed and wounded upwards of seventy persons, and carried off property valued at two lakhs of rupees A small British force was despatched against them, and, with the loss of two officers (Captains Hebbert and LaTouche), completely defeated them near Macharda in the territory of the Jam of Nawanagar To assist the Chiefs in the maintenance of order a local corps, composed of contingents from several of the firstclass States, was formed under the control of two British officers, in March 1867 It was called the Federal Sibandi of the Kathiawar States 1868 the remainder of the Wagher band was destroyed by a party of this corps, which was finally disbanded in 1873, when there was no further occasion In the same year special measures had to be adopted to for its services repress the excesses committed by outlaws, and a British officer was appointed, with the consent and at the expense of the States, to the duty of moving through the various jurisdictions with a small body of horse in pursuit of offenders The cost of this measure, which was continued for three years was Rs 18,000 a year In 1886 the services of a special officer were lent to the Junagarh State for the suppression of outlawry and the reorganisation of the State police In consequence of the depredations of a band of dakaits in the territory of Nawanagar and Gondal, the operations of the special offices were extended to those States in the following year, and two other officers were appointed to assist him. By the end of 1888 the dakaits had been either killed or captured, and order had been restored, and at the end of 1880 the special officer was withdrawn. To prevent the recurrence of such disturbances all the States of Kathiawar in the first four classes signed a Convention (No. XXIV) in 1890, with a view to securing efficient co-operation in the suppression of dakaiti and other serious crime. It was arranged that the police of any State should be allowed to enter the territory of another to effect a capture, provided they communicated at once with the officials of the State so entered, and the same privilege was granted with reference to British districts In districts where there are no jurisdictional Chiefs, or only very petty Chiefs under thanas, and in the civil stations, the police administration vests in the Agency. In 1890-91 the province of Kathiawar was threat ened with outlawry on the part of a band of Mianas They committed dakaities, robberies and such other hemous offences in different places in Kathiawar. These depredations continued till 1892, when it was realised that

it was impossible for the police of Native States to cope with the gaing without European supervision and direction. Measures to this effect were accordingly taken, and on the 19th December 1892 the whole gaing was destroyed in the encounter at Karadia when Lieucenaut Gordon was killed. The outlawry was completely stamped out by Tebruary 1894. The supervision of an European officer in the Wankaner State, however, was not withdrawn till the Chief attained his majority in March 1899.

In 1820 21 the Chiefs of Kathiawar entered into Engagements (No XXV) to procure all opium * required for consumption in their respec tive talukas from the Government store, to appoint retail sellers who should keep registers of the sale of the drug and to treat as contraband all opium not so obtained which might be found in their territories. It was found that these engagements had not been adequately fulfilled, and fresh rules to protect Imperial interests were laid down in 1878. They were to the effect that any Chief or Talukdar who agreed to prevent the smuggling and illicit sale of opium, to adopt the British retail system, to prohibit the retail sale of onium within the limits of his authority at a rate lower than that which obtained in neighbouring British territors, would be allowed a drawback of 20 per cent on the pass fee levied by Government on each chest of 140 lbs supplied to such Chief or Talukdar Those who declined to agree to these conditions would have to pay the whole pass fee Only a few of the minor Talukdars signed this agreement The other Chiefs submitted a represent ation to Government of the allowed to cultivate and manufacture opinm and to receive one of the state of the Government had always exercised the right of levying and ty on opium, and that the prohibition to the cultivation and manufacture from was of long standing and had been acquiesced in by the States of Karl awar and must continue The pass fee, however, was reduced, Government reserving its right to raise it should the States not loyally co-operate for the suppression of illicit traffic. The leading States then proposed certain modifications in the rules. They would have had the effect of precluding the British Government from raising the pass fee and reducing the drawback. These concessions were refused, but the States were in 1881 permitted to purchase opium in the Bombay market Rules to regulate the sale of opium in the States of Kathiawar were finally sanctioned by the Government of India in ιβοο

In 1822 the Chief of Patri agreed to abandon his claims on the salt pans

[.] The poppy seems never to have been cultivated in Kath awar

agreement of 1883 Vadagara salt at the Kuda works, which had been permitted him by the Sahib of Dhrangadra agreed (No XXXI) to give up the manufacture of production and distribution of salt in his State. In January 1900 the Raj the Chief of Balana entered into an Agreement (No XXX) regulating the ste affached to the agreements executed by the States In November 1895 ouly haps of the several sait works and lists of the sait works and sources of their agreements which provided for the sale of salt by licensed vendors ing States, it was unnecessary to meist on the observance of the third article subsequently decided that, in the case of non maritime and non-salt-producrequired by the local situation and circumstances of their States It was to take such measures for the protection of the British salt revenue as nere not sait producing. The general effect of all three was to bind the Chiefs the third by twenty six Chiefs of those States which are neither institune the second by sixt Chiefs of non maritime and salt producing States, and the first was executed by six* Chiels of maritime and salt producing States, facture of, and the trade in salt. These agreements were of three kinds were taken from the Chiefs of Kathiawar for the regulation of the manu Rasant and Melant branches In 1883 Engagements (Nos XXVI to XXIX) arrangement was accepted in 1824 by the Thakurs of Jumhuwara, of the in his State in consideration of receiving an annual each payment. A similar

In 1844 the Kathranar Choics engaged to suppress the adulter thon of cotton practised by traders within their districts and in 1864 they agriced to abolah transit duties In 1885 86 the oppressive impost on trade known as " Deatherin" was aboutshed in the States of Navanagar, Junagarh, Wankaner, and Wakhann

Wankaner, and Wadhwan
In 1871 the Rajkumar College was estabilated at Rajkot for the education of the sons of the Chiefs and nobles of Kathnawar. According to

cation of the sons of the Chiefs and nobles of Kahinanar According to rules framed in 1895 the allaus of the tollege are administered by a rule; appointed from the Board of Visitors of the Governor, Krilius war, Vice President, the Agent to the Governor, Krilius war, Vice President and the President and the College as Alember The Latender, and the President and a new scheme introduced, under whose harmong other things, an European Vice Prenacipal was approinted under whose and harmong other things, an European Vice Prenacipal was approinted College establishment was tagreed to the scheme, on the understanding livit Government would bear the extra cost. The question of the Government would bear the extra cost. The question of the Government would bear the extra cost.

^{*} Jans, and Acentagar Bannagar Rerri jelarabad Porbandar † Dirangadra, Than Lakbiar Limit Wale, Sisha, Bejane

it was impossible for the police of Nature States to cope with the grang without unity states and or the effect were accordingly about any or and on the right December 1892 the whole grang was desiring at the encounter at Maradia when Leutenard Gordon was killed. The outharty was completely stamped out by February 1894. The supervision of an European officer in the Wankaner State, however, was not withdrawn till the Charles attained his majority in Variob 1899.

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In 1822 the Chief of Pairs agreed to abandon his claims on the sait paus . "The poppy seems seven to have beer celtivated in haif awar

The gross income of the Chiefs, according to the latest returns submitted by them in 1905, was Rs 2,13 94 450. The tribute and other collections amount to Rs 11 43,840. They fall under the following heads.—

Rs 6 96,761 on account of the British Government,

, 2,00,188 or account of the Gaekwar,

- ", 92 421 on account of the Nawab of Junagarh, one-fourth of this sum being retained by the British Government
 - under an engagement dated the 1st February 1821 (No. ALVI).
- , 64 470 on account of local funds.

1 JUNAGARH (JUNAGADH)

Junagarh is situated in the Sorath district of Kathnawar, which was governed by Raiput Rajas of the Churasama tribe till its conquest by Muhammad Begara, King of Gujarat in 1476 from which time it has been subject to Muhammadan Chiefs. The present family of Junagarh was founded in 1735 by Sher Khan Bahi, a soldier of fortune, who possessed hinself of the country and expelled the Voghal deputies. He was succeeded by his son, Salabat Khan, who divided his possessions among his sons, assigning Junagarh to Bahadur Khan, and Bantwa to his two other sons, Diler Khan and Sher Zaman Khan.

Bahadur Khan was succeeded in Junagarh by his son, Mahabat Khan, and he, in 1775, by his son, Hamid Khan, then a boy of thritten Hamid Khan maintained lumied in power by intrigue and crime through a very troublesome and stormy rule, and was in possession at the time when Colonel Walker made the first settlement of Kathiawar In addition to the engagements which were taken from the Nawab of Junagarh, in common with the other Chiefs of Kathiawar then under the authority of the Gackwar, the Nawab was required to make similar agreements with his dependants, from whom he exacted collections under the name of zortalabi, atx which is wall to have been first imposed in the year 1760. In 1822 the British Government interfered to regulate the fix. Its amount was ascertained, and the British Government undertook to realise it on condition (No XLVI) of receiving one fourth of the amount for the expenses of collection.

In 1868 Hamid Khan entered into an Engagement (No XLVII) renouncing piracy and all right to wricks. He died in 1811, and the succession was disputed by his two sons, Bahadur Khan and Salabat Khan Licentually Bahadur klan was recognised, but he was kept in subjection by an Arab Jamadar, named Ornar Mokhasam. From this restraint he was

released in 1816 by the interference of the British Government. In return the Nawah agreed (No XLVIII) to pay the expenses of the British force, to give up his mulkgin claims in the British districts of Dhandhuka, Ranpur, Gogha and Dholera, and to cede the revenues of certain villages for the expenses of a British agency. The territorial cession, however, was eventually not accepted.

In 1838 the Nawab entered into an Engagement (No XLIY) to prohibit sati

Bahadur Khan died in 1840, and was succeeded by his son, Hamid Khan

In 1846 and 1849 Hamid Khan entered into Engagements (Nos L and LI) to exempt from duty vessels entering his ports from stress of weather. In 1873 this exemption was extended to vessels belonging to the Rao of Kutch *

Hamid Khan died in 1851, and was succeeded by his brother, Mahabat Khan

In 1862 the Chief received the assurance (No LII) that any succession to his State which might be legitimate according to Muhammadan law would be uphild

In 1865 the Nawab of Junagarh assigned (No LIII) land in Manikwara, in perpetuity and in full sovereignty, for the location of the head quarters of the Sorath Prant subdivision these have since been transferred to Jetalsar in Gondal, and the land in Manikwara has been restored to Junagarh

In 1874 the Junagarh State entered into an Agreement (No LIV) for the construction of a line of telegraph

On the occasion of the Delhi Darbar, held on the 1st January 1877, Mahabat Khan was granted a personal salute of 15 guns

In 1879 the Chief ceded to the Government of India criminal jurisdiction over the lands in his territory occupied by the Kathiawar State railway (No XXXIV)

Mahabat Khan died on the 29th September 1882, and was succeeded by his son, Bahadur Khan

In 1883 the Chief signed an Agreement (see No XXVI) for the regula tion of the manufacture of, and the trade in, salt.

In 1886 the Nawab ceded to the Government of India (No XXXVIII, all criminal and restricted evil jurisdiction over the lands in his State occupied by the Jetalsar Verawal section of the Bhaunagar Gondal Junagarh

Porbandar railway This section was constructed by the State, it was opened for traffic as far as Junagath on the 1st September 1888, and as far as Verawal on the 1st November 1888

Bahadur Khan was made a Knight Grand Commander of the Indian Empire on the 20th November 1890, and died on the 2nd January 1892 without issue and without having exercised his powers under the adoption sanad. The selection of a successor therefore risted with the Government of India. The choice lay between three claimants as sons of the father of the late Chief, and it fell upon Rasul Khan, who was born on the 30th July 1862.

In April 1892 the State ceded to the British Government (No XLIII) full crul and erminal jurisdiction over the lands occupied by the Jetalsar-Rajkot railway, which was opened for traffic on the 12th April 1893 The State has a 4th share in this railway

In 1896 the State made a joint agreement with Bhaunargar, Porbandar, and Gondal having effect from the 1st January 1897, for the manage ment of the Bhaunargar Gondal Junagarh railway, certain clauses of which were modified in 1899, and in 1899 an agreement was concluded with the Board of Control of the latter railway for the maintenance, and working of the Jetalsar Rajkot railway This agreement took effect from the 12th April 1893

On the 23rd July 1899 the Navab entered into an Agreement (No LV) regarding the discipline of his Imperial Service troops when serving beyond the frontiers of his State.

In January 1899 Rasul Khan was created a Knight Commander of the Star of India He attended the Delhi Coronation Darbar in January 1993.

The gross revenues of Junagarh are about Rs 21,59,178, and the State pays to the British Government Rs 28,394, and to the Gackwar Rs 27,210 The area of Junagarh is 3,283 7 square miles, and the population, according to the census of 1901, numbers 295,428

In addition to 99 Imperial Service cavalry and a transport corps of 52 pomes, the State possesses (1903) 62 cavalry, 34 artillery mea, 13 serviceable and 53 unserviceable guns, and 1,760 armed police

The State is liable to the operation of the nazarana rules

The Nawab of Junagarh is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867. art i

2 NAWANAGAR (OR JAMNAGAR)

The Jam of Nawanagar, which is in the Halar district of Kathiawar, is a Jareja Rajput of the same family as the Raos of Kutch, and has a large Bhayad, of whom the most important and powerful are the Chiefs of Gondal, Raikot, and Dhrol These Chiefs, however, have long since disused the name of Bhayad, and consider themselves as heads of families with a Bhayad of their own The family emigrated from Kutch to Kathiawar and founded Nawanagar about the year 1442, driving before them the Jethwa family, who fo merly possessed the country, but who are now confined to the small State of Porbandar

In 1808 an Engagement * (No LVI) was made with the Jam, by which he renounced piracy and all right to wrecks In 1811 the turbulence of the Jam made it necessary for the British Government to reduce him by force He refused to settle heavy pecuniary claims which the Rao of Kutch had against him for military assistance rendered in time of danger, he ejected from his State the Agent of the British Government, who was making enquiries regarding the prevalence of infanticide, and made nre parations to assert his independence by inducing other Chiefs to combine against the paramount power. A force was therefore marched against him, and on the 23rd February 1812, after much evasion, he agreed to the terms of submission (No LVII) He was also required in the same year to conclude a fresh Engagement (No XX) to prevent infanticide.

Engagements exempting from duty vessels entering his ports from stress of weather were executed by the Jam of Nawanagar in 1846 and 1840 (Nos LVIII and LI) This exemption was extended in 1873 to vessels belonging to the Rao of Kutch +

In 1862 the Chief received a Sanad (No LIX) guaranteeing to him the right of adoption

In 1883 the Jam executed an Agreement (No XXVI) for the regulation of the ma sufacture of, and the trade in, salt

[&]quot;As m lar engagement was made with the Chief of Jorya Bandar which originally formed a part of Nawanegar but was separated from it before the settlement of Kath awar formed a part or "mawanger out was apparated from it occurs one exceeded to the conditional Newanagar was virtually potented by Vetamana Khawas a man of low origin but conditional ability from 1760 tilb a death in 1860. Herecurred from the jam the grant of Jonya Band ry, Dilambia, and Antra. The lists of these places is at it moposes on of his describadis as an dependency of Nawanagar but Jonya Bandar and Balambia were restored to the Jam in 1861; as consequence of the Carl beam gingle cated in the resolid on of stone Arishs in the Jam is SECTION

[†] See Kutch, Vol VII

In 1885 a line of telegraph was erected by Government under an agreement with the State between Nawanagar and Rajkot (No LN). An extension of the line was made from Dhrol to Jodya, the usual Agreement (No LNI) being executed in 1890 by the Jam In 1892 a further extension from a point on the Rajkot Nawanagar line was constructed to Pardhari under an Agreement (No LNII) and in December 1905 another Agreement (No LNIII) was executed for the construction of another extension, called the Balambba branch telegraph line, from a point on the line from Dhrol to Jonya.

In 1887 an Agreement (No LXIV) was concluded whereby the State consented not to levy customs duties upon vessels of the Porbandar State touching at any of the ports in the State without discharging cargo

In September 1894 the Jam signed an Agreement (No XLIV) ceding to the British Government full civil and criminal parisdiction over the lands in his State occupied by the Jamnagar railing The line was constructed by the Jam and was opened for traffic on the 8th April 1897. In the same year the State made an agreement with the Board of Control of the Bhaunagar Gondal Junagarh Porbandar railway for the working of the Jannagar railway.

Jam Sr Vibhaji who was a Kinght Commander of the Star of India and cupyed a personal salute of 15 guns, granted on the 1st January, 1877, was the son of Ranmalji, who was the nephew of Jam Stataji, and had been adopted by him in 1814. He died on the 28th April 1895 and was succeeded by his son Jaswant Singh, who was born in 1882. Duting his minority the State was under Government management.

On the 26th July 1899 the State entered into an Agreement (No LAV) regarding the discipline of its Imperial Service troops when serving beyond the frontier of the State

Jaswant Singh was formally installed on the 19th March 1903

The gross recenues of the State amount to about Rs 21,65,671. The maps a manually to the British Government Rs 50 312, to the Gackwar Rs 64,924, and to the Nawab of Junagarh Rs 4,857. The area of Nwanagar 13,797 3 square miles, and the population, according to the census of 1901, 336,779.

Besides 145 Impenal Service cavalry, the military force of the State consists (1905) of 26 cavalry, 185 infantry, 9 artillery men, 21 serviceable guns, and 876 armed police

The State is liable to the operation of the nazarana rules

The Jam is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867

3 BHAUNAGAR (BHAVNAGAR)

The Thakur Sahib of Bhaunagar belongs to the tribe of Gohel Rajputs This tribe settled in the country about the year 1200 under their Chief, Sejaku, from whose three sons, Ranou, Sarangu, and Shahu, are descended, respectively, the Chiefs of Bhaunagar, Lathi, and Palitana The Wala State also is an offshoot from Bhaunagar The town of Bhaunagar was founded in 1723 by Bhau Singh grandfather of Wakht Singh, who succeeded to the Chiefship in 1772, and was in possession of it at the time of Colonel Walker's settlements Bhau Singh, his son Rawal Akherajji, and his grandson Wakht Singh, took great pains to improve the trade of their country and to destroy the pirates* who infested the neighbouring seas. This led to an intimate connection between Bhaunagar and the Bombay Government In 1750 the British Government acquired a right to a fourth share of the customs of the port of Bhaunagar from the Sidi of Surat, to whom it had been granted by Bhau Singh as the price of protection from the enmity of the Nawab of Cambay In 1771 Rawal Akheram assisted the Bombay Government in reducing Talaja and Mahurva, which were occupied by piratical Kolis After the conquest of Talaja, the fort was offered to Akheraja by the Bombay Government, but he refused to accept it, and it was in consequence made over to the Nawab of Cambay Wakht Singh, however, after his accession, dispossessed the Nawab of the fort, which, under an Engagement (No LXVI) mediated by the British Government in 1773, he was allowed to retain on paying a sum of Rs 75,000. The boundaries of the Bhaunagar State were largely increased by various other acquisitions made by Wakht Singh previous to the settlement of Kathiawar When Gujarat and Kathiawar were divided between the Peshwa and

when Gujarat and Kaninawa were divided between the Peshwa and the Gaekwar, the western and larger portion of the Thakur's possessions were included in the Gaekwar's share, and the eastern and smaller portion, including Bhaunagar and the original estates of the family in Sihor, fell to the Peshwa, and formed part of the districts of Dhandhuka and Gogha, which the Peshwa ceded to the British Government under the Treaty of Bassein. At the time of the settlement of Kathawar, therefore, part of the Bhaunagar possessions had already become British territory, while part remained under the Gaekwar The revenue demanded from the British portion was R 11,651, and that payable to the Gackwar was fixed at

[•] It is uncertain whether the Ci of of Bhavengar signed the general engagement to suppress puncify which was consided in 1866 with other Chiefs of Kathawar. His howthly to the printer was probable and the suppress of the theory with him necessary. The engagement great range for of Mr. Higher Research control of Tenther as having been made with Bhaungar was made with Jam Jassap of Newsangar, not with Bhaungar.

Rs 74.500 But as it was expedient to consolidate in the hands of the British Government the various claims over Bhaungar, an Agreement (Vo LAVIII) was made in 1808 with the Thâlur's consent for the transfer to the British Government of the Gaekwar's revenue in Bhaunagar, which was accordingly included in the additional exessions made in 1807 by the Gaekwar for the support of a contingent force

Rawal Wakht Singh was succeeded in 1816 by his son, Waje Singh, and he, in 1828, by his son, Akheraj

In 1839 the mint at Bhaunagar, where copper monoy had previously been couned, was closed. As compensation for this a sum of Rs. 2,793.6 5.3 year was granted to the Thakur. A further sum of Rs. 4,000 was given him in consideration of his resigning all claims to share in the land and sea customs of the port of Goghs. These sums are now annually paid under an Agreement (No. LAVIII) concluded on the 8th September 1840. The Thakur also subscribed the usual Engagements in 1846 and 1849 (Nos LAUX and LI), exempting from duty vessels iputting into his ports from stress of weather. The exemption was extended in 1873 to vessels belonging to the Rao of Kutch.*

Rawal Akheraj died in 1854, and was succeeded by his brother, Jawant Singh, who received in 1862 a Sanad (No LIX) guaranteeing to him the right of adoption

After the cession of Dhandhuka and Gogha to the British Government the Thakur of Bhaunagar, in consideration of his influence and good government, was tacitly permitted to exercise the same powers as before in the portion of his estates which fell within these districts. But in consequence of a serious abuse of power, his estates in British territors were brought under the jurisdiction of British courts, and the revenue payable by him was raised. By these measures the Chief was placed in an anomalous position very irritating to him. In his estates in Kathiawar he continued to exercise his former powers, paying a fixed revenue, while in his estates in British territory, which included his two largest towns and his place of residerer, he was subject to ordinary British laws The Thakur never reased to complain of this and to bring forward many claims against the British Government. These were all carefully enquired into in 1859, and an Agreement (No. LNA) was concluded on the 23rd October 1860, by whichthe Thatur's revenue in his British estates was fixed at Rs 52,000 in periotaly, and his other claims were adjusted It was at the same time proposed to place the town of Bhaunagar and its subordinate village of

See Ketch Vol VII

Wadwa, with the town of Sihor, and ten other villages which formed the old possession of the family, on the same footing as the estates in Kathiawar, but, owing to some doubts as to the precise legal status of Kathiawar, this was not at the time effected. The Agreement of 1860 was revised in April 1866 (No LXXI)

In January 1866 the Bombay Government issued a notification, whereby, in accordance with the Agreement of 1860, certain villages belonging to the Chief of Bhaunagar and situate in the Dhaudhuka Ranpur and Gogha sub divisions of the Ahmadabad district were declared to be removed, from the 1st February 1866 from the jurisdiction of the revenue, civil, and criminal courts of the Bombay Presidency, and were transferred to the supervision of the Political Agency in Kathiawar on the same conditions in regard to jurisdiction as had applied to the Bhaunagar villages which had previously been included in that province. Doubts having been raised as to the legal effect of these proceedings the Governor General in Council issued a notification, dated the 5th December 1876 ceding these villages so that they should be held by the Thakur Sahb on the same conditions as those in which he held his other villages in Kathiawar.

Jaswant Singh died in April 1870 when the succession of his son, Takht Singh was recognised

In 1874 the Bhaunagar State entered into an Agreement (No LXXII) for the construction of a line of telegraph

In July 1879 the State made a mutual Agreement (No XXXIII) with the Gondal State about the construction of a railway from the town of Bhanna gar to the Wadhwan terminus of the Bombay Baroda and Central India railway, with a branch from Bhola to the town of Dhoray in the Gondal State. The India assubsequently extended to Porbandar in December 1879 the Thakur ceded to the Government of India criminal jurisdiction (No XXXV) over the portion of his territories occupied by the Kathawar State railway in August 1881 he agreed (No XXXVII) that certain suits of a civil nature which might be brought against the Bhaunagar-Gondal railway should be heard in the Agency courts.

In 1883 the Thakur executed an Agreement (No AXVI) for the regulation of the manufacture of and the trade in, salt

Maharaja Takht Singh, who was a Knight Grand Commande of the Star of India and had received in January 1891, the personal title of Maharaja, and also enjoyed a personal salute of 15 guns, granted on the 1st January 1877, died on the 20th Jinuary 1896 and was succeeded by his eldest son, Bhau Singh Takht Singh, who was born on the 20th April 1875 YOL. YI

In 1896 the State entered into a mutual agreement with Junagarh, Porbandar, and Goodal, taking effect from the 1st Junary 1897, for the management of the Bhannagar Gondal Junag trh Porbandar railway Certain clauses in it were modified in 1800

In July 1899 the Thakur entered into an Agreement (No LAXIII) regarding the discipline of his Imperial Service troops when serving beyond the frontiers of his State

Rawal Sri Bhau Singh attended the Delhi Coronation Darbar in January 1903, and was created a Knight Commander of the Star of India on the 24th June 1904

In 1906 the Government of India consented to the construction of a private line of telephone, 64 miles in length, in the State

The area of Bhaunagar is 2,860 square miles, and the population, by the census of 1901, 412,664, the gross revenue of the Chief is about Rs 36,58,915. He pays annually to the British Government Rs 1,28,060, to the Gackwar Rs 3,5814, and to the Nawab of Junagarh Rs 22,858

In addition to 256 Imperial Service cavalry, the military forces consist (1905) of 51 cavalry, 285 infantry 6 serviceable and 2 inserviceable guns

The Thakur is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867

4 PORBANDAR

The Cuef of this State, which is situated in the Barda district of Kathiawar, belongs to the tribe of Jethwa Rajputs. At the time of the settlement of Kathiawar the ruling Chief was Sartanj, but the State was virtually managed by his son, Halloy. At the close of the eighteenth century this State was subjected to manay exactions from its neighbours; and, bestide the retenue payable to the Gaekwar, it paid a tribute of Rs. 7,300 to Junagath, Rs. 2,000 to the Babi Chief of Bantwa, Rs. 1,933 to the Kasbati of Mangrol, and Rs. 1,400 to the Portuguese settlement at Diu.

In 1803 the usual Engagement (No LNXIV) against piracy was taken from the Chief of Porbandar In 1809 Rana Sartani quarrelled with his son, in consequence of which a rebelhon broke out The fort of Kandorna was seized by the mercenary troops of the Chief, who made it over to the Jam of Nawanagar The aid of the British Government was called in, and by it the mercenaries were expelled For the purpose of obtaining the continued support of the British Government, the Chief ceded in 1809 (No LAXV) half the port of Porbandar, and a party of sepoys was stationed there In 1849 the Chief executed the usual Engagement

art I

No LI) to levy no duties on ships driven by stress of weather into his orts This exemption was extended in 1873 to ressels belonging to the Rao f Knich*

In 1860 Porbandar which had till then been a first class State, was educed to the third class as a punishment for an act of cruelty committed y the Chief Vikmat

In 1883 the Chief executed an Agreement (No XXVI) regulating the nanufacture of and trade in, salt

In 1886 Rana Sri Vikmat, having turned a deaf ear to all remonstrances iddressed to him regarding his persistent mal administration was finally leprived of all power and a British officer was appointed to administer the State

In 1887, in consideration of a corresponding agreement made by the Nawanagar State Porbandar agreed (No LXXVI) not to levy any customs upon vessels of the Nawanagar State which might touch without discharging cargo, at any of the ports in the State

In 1880 the Porbandar and Gondal States jointly constructed an extension of the metre gauge railway from Dhoraji to Porbandar, 69 miles in length

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This section passes through the States of Gondal Nawanagar and Porbandar. all of which ceded in 1887 full civil and criminal jurisdiction over the line to the British Government under an Engagement (No XLII) In 1890 the Rana of Porbandar received a Sanad of adoption

(No LXXVII)

In 1896 the State joined in an agreement with Junagarh, Bhaunagar, and Gondal, taking effect from the 1st January 1807 for the management of the Bhaunagar Gondal Junagarh Porbandar railway Certain of its clauses were modified in 1800

Rana Sri Vilmat died on the 21st April 1900, and was succeeded by his grandson, Bhau Singh, who was born on the 26th December 1867 Bhau Singh was installed, on the 15th September 1000 with the first class powers attaching to the State under certain restrictions which were removed on the 1st January 1905 The Rana attended the Delhi Coronation Datbar in January 1002

The State has an area of 636 square miles, and a population, according to the census of 1901 of 82 640 Its gross revenue amounts to Rs 6 00,000 and it pays to the British Government a tribute of Rs 21 202, besides Rs 15 000 as compensation for the half share of the sea customs, to the Gaekwar Rs 7 196 and to Junagarh Rs 5 106

The military force of the State consists (1905) of 24 cavalry, 5 serviceable and 52 unserviceable guns, and 299 armed police

Porbandar is hable to the operation of the nazarana rules

The Chief is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council dated the 26th June 1867

5 DHRANGADRA The Chief of Dhrangadra, who has the title of Raj Sahib, belongs

to the Ihala Ramuts and is considered the head of that tribe in the district of Ihalawar, which derives its name from them. The Rai Sahib of Wankaner and the Thakurs of Wadhwan Limri, Chura Lakhtar, and Sayla belong to the same tribe or family The ancestor of the family, Hurpal, is said to have belonged to a Makwana family of Kutch, who in the thirteenth century moved to Gujarat, and took service with Karan Ghelo the last Washela prince of Anhilwara Patan Harpal seems to have obtained territory on the east of the Ran of Kutch, and he established his residence at Patra. Thence the family moved to Kuya, and, when driven thence in 1488, made their capital at Halwar, a place some 20 miles north of Dhrangadra In the beginning of the nineteenth century the seat of Government was moved to Dhrangadra At the time of Colonel Walker's settlement Amar Singh was the Chief of Dhrangadra He died in 1817, and was succeeded by his son, Runnal Singh He was the first Chief in Kathiawar to be made a Knight Commander of the Star of India. He died in 1869, and was succeeded by his son, Man Singh who was granted a personal salute of 15 guns on the occasion of the Delhi Durbar held on the 1st January 1877

In 1883 an Engagement (No XXVIII) was executed by the Chief for the regulation and manufacture of, and the trade in, salt

In 1889 the Raj Sahib of Dhrangadra preferred a claim to precedence

over the Rana of Porbandar, but it was rejected

In June 1890 the Chief of Dhrangadra received a Sanad (No LAAVII)

In 1893 the Raj Sahib constructed the Dhrangadra railway, from

Wadhwan civil station to Dhrangadra, a distance of 23 miles. The line was opened for traffic on the 28th June 1898. In the following year an agreement, taking effect from the 1st June 1898, was made for the maintenance and working of the railway by the Board of Control of the Bhaunagar Gondal-Junagarh Porbandar railway. In December 1899 the Raj Sahib ceded to the British Government full and exclusive power and jurisdiction of every

kind (No XLV) over the lands in his State which were, or might thereafter be, occupied by this railway

The Chief agreed in 1900 (No XXXI) to give up the manufacture of Vadagara salt at the Kuda salt works which had been permitted by the agreement of 1883, in return he receives an annual compensation of He also undertook to prevent the export of salt from Kathiawar by land either into foreign States or into British India

Sir Man Singh died on the 10th November 1900, and was succeeded by his grandson. Aut Singh, born on the 18th January 1872, who was installed

on the ard December 1900

In April 1005 the Ray Sahib ceded to the British Government full and exclusive power and jurisdiction of every kind over the lands in his State which were, or might thereafter be, occupied by the Morvi metre gauge railwav (No XLI)

The gross revenue of the Dhrangadra State is Rs 3,56,688, from which a peshkash of Rs 40,671 is paid to the British Government, and a tribute (zortalabi) of Rs 4,005 to the Junagarh State. The State has an area of 1,156 square miles, and a population, according to the census of 1901, of 20,880

The military force consists (1905) of 75 cavalry, 260 infantry, 27 urtillery men, 6 serviceable and 6 unserviceable guns, and 229 armed

police

The State is liable to the operation of the nazarana rules

The Chief is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867

6 MORVI

The Chief of Morvi, which is in the Halar division of Kathiawar, is a Jareja Rajput of the same family as the Rao of Kutch and the Jam of Nawanagar He claims to belong to the senior branch The present ruler, Sir Waghii, who was born on the 17th February 1858, succeeded to the gadı m 1870

On the occasion of the Delhi Darbar, held on the 1st January 1877, Waghn was granted a personal salute of 11 guns, which was made permanent in 1878

In 1883 the Chief entered into an Agreement (No XXVI) regulating the manufacture of, and trade in, salt

In 1886 the Chief constructed a railway on the 2'6" gauge from the civil station of Wadhwan, the terminus of the Bombay, Baroda and Central India radivay to his capital and in the following year he ceded full criminal and civil jurisdiction (No NL) over the lands in his Stite occupied by the railway. In 1850 he made a branch to Rajket, the head quarters of the Kathaawir Agency. The total length of the line is 94 miles.

Waghi was created a Kinght Commander of the Indian Limpire and his State was raised to the first class in Jebruary 1887 on the occasion of Her late Majesty's Jubilee when he went to England as a member of the demutation of Nathiaw it this first

The Chief was grante I a Sana I in 1890 guaranteeing him the right of adoption (No LNNII)

In July 1897 Sir Waghij was created a knight Grand Commander of the Indian Empire and he attended the Delhi Coronation Darbir in January 1903

A telephone line 48 miles long has been established between Morvi and the port of Wawama on the Gulf of Kutch, and the Levil quarters of the Tankara Mahil. In 1994 the Government of India sanctioned the construction of 10 more lines.

By a Sanad (No I NVIII), dated the 7th September 1904 certain long standing disputes were settled between the States of Kutch and Morvi regrading their rights and interests in the Kutch Penneula and in Kathiawar and in the creek and lands intervening between either shore. By this settlement the Kutch interests are restricted to the north side of the Ran of Kutch Morvi retaining only the Adlion Whala on this vide.

The railway line from Wadhwan to Kajkot has been converted into the metre gauge, and was opened for traffic on the 3rd March 1905

The gross revenue of the State is about Rs 598713 and its area 8216 equare miles with a population according to the census of 1901, of 87.406

Its military force consists (1905) of 15 cavalry, 2 serviceable and 28 unserviceable juns, and 176 armed police

The Chief is entitled to a salute of 11 guns, fixed in 1878

7-GONDAL

The present Chief, Sir Bhagwat Singh, a Jareja Rajput, who was born on the 24th October 1865 succeeded to the gadi in 1869

In 1874 an Agreement (No LVAIN) for the construction of a line of telegraph was executed with the Gon lal State as an offshoot from Raylot, but that arrangement was subsequently altered and from 1880 the Gonda telegraph office has been connected with the telegraph line on the Bhaunagar-Gondal Junagarh Porbandar railway On the 1st January 1877, on the occasion of the Delhi Darbar, Bhagwat Singh was granted a personal salute of 9 guns, the salute was made permanent in 1878

In 1879 the State made a mutual Agreement (No XYXIII) with the Bhaunagar State about the construction of a railway from Bhaunagar to the Wadhwan terminus of the Bombay, Baroda, and Central India railway, with a branch from Dhola to the town of Dhoraji in the Gondal State

The line was subsequently extended to Porbandar

In September of the same year the State ceded to the Government of India criminal jurisdiction (No XXXVI) over the lands occupied by the Kathiawar State railway

In 1883 the State agreed (No XXIX) to regulate the manufacture of, and trade in, salt

In 1886 an Agreement (No LNXX) was made for the cession of land in Jetalsar for the head quarters of the Sorath Prant officer—the cedeu area is to be at the absolute disposal of the British Government during occupancy

The Chief ceded to the British Government, in 1887, full criminal and Vertal civil jurisdiction over the lands in his State occupied by the Jetalsar Vertaval section of the Bhaunagar Gondal Junagarh Porbandar railway (No XXXIX), and in the same year he ceded (No XLII) full civil and criminal jurisdiction over the lands occupied by the Dhoraji Porbandar section of the same railway.

Thakur Bhagwat Singh was created a Knight Commander of the discount of the first property 1887, and was raised to the rank of a first class Chief on the 2nd January 1888, the permanent salute of the Chiefship being raised from 9 to 11 guns. He was a member of the deputation of Kathiawar Chiefs who proceeded to England to attend the Jubilec celebrations of Her late Majesty Queen Victoria in 1887.

The Chief was granted a Sanad (No LXXXI) in 1889 guaranteeing

him the right of adoption

The Rani Sahib of Gondal, Nandhunverba, was appointed to the Imperial Order of the Crown of India on the 2nd August 1802

In 1892 the State ceded full civil and criminal jurisdiction over the lands occupied by the Jetalsar-Rajkot railway (No XLIII), in which the State has a 3th share.

The State made a loan of Rs 20 00,000 to the Jamnagar State for the purpose of constructing a railway line from Rajkot to Jamnagar under the guarantee of the British Government, and in connection with this deed, dated the 3rd December 1895, was agreed to by the Jannagar State

In 1896 the State joined in an agreement taking effect from the 1st January 1807 with Junagarh Bhaunagar and Porbandar for the manage ment of the Bhaunagar Gondal Junagath Porbandar railway Certain of its clauses were modified in 1899. The State also agreed in 1899 to the maintenance and working of the letalsar Raikot railway by the Board of Control of the Bhaunagar Gondal Junagarh Porbandar railway This latter a reement took effect from the 12th April 1803 the date on which the railway was opened for traffic

Sir Bhagwat Singh was appointed a Knight Grand Commander of the Indian Empire in June 1807 and attended the Delhi Coronation Darbar in

January 1003

The gross revenue of the State is Rs 1500 000 the area 1023 74 square miles and the population, according to the census of 1901, 162 859 The military force consists (1905) of 3 serviceable Luns and 400 armed

police.

The Chief is entitled to a salute of 11 guns fixed in 1887

8 IAFARABAD

Jafarabad otherwise called Muzaffarabad is part of the territory of the Nawab of Janura * A commercial Treaty (No LXXXII) was concluded with Sidi Ililal of Jafarabad in 1761 In 1838 the Sidi agreed (No XLIX) to take measures to prevent sati in his State and in 1819 he executed the usual Legagement (No LI) regarding the levy of duty on yessels driven into his port by stress of weather

In 1883 the Nawab of Janura executed an Agreement (No XXVI) regulating the manufacture of and the trade in salt in lafarabad

Jalarabad has a gross revenue of Rs 39 724 Its area is 53 square miles, and the population, according to the census of 1901, is 12 007 It pays no

tribute either to the British Government or the Gackwar

The nulttary force consists (1905) of a artillery man, 7 serviceable and 55 unserviceable guns and 12 armed police

9 WANKANER (VANKANER)

The Wankaner State was founded about 1605 A D by Sartan, son of Prithus Ray the eldest son of Ray Chandra Singh of Halvad It is a second class State

On the occasion of the Deliu Darbar, on the 1st January 1877, Raj Bane Singh was granted a personal salute of 9 guns which was made permanent in 1878

^{*} See [40] 2, Vol VII.

The present Chief, Raj Amar Singh, who was born on the 4th January 1879, succeeded to the gadi in June 1881

In 1881 the State entered into an Agreement (No XXIX) for the regu-

lation of the manufacture of, and the trade in, salt

In 1887 88 full criminal and civil jurisdiction over the lands occupied by the Morvi railway was ceded by the State (No λL)

In 1890 the Chief was given a Sanad (No LXXVII) guaranteeing him

the right of adoption

Raj Amar Singh was invested with full powers on the 18th March 1800

Wankaner has a revenue of Rs 2,01,075, and a population, according to the census of 1901, of 27,383. The area of the taluka 15 414 square miles. The unlitary force consists (1905) of 11 cavalry, 3 serviceable and 12 unserviceable guns, and 60 armed police.

The State is liable to the operation of the nazarana rules

The Chief enjoys a salute of 9 guns, fixed in 1878

to PALITANA

The Chief of Pahtana, a second class State, belongs to the Gohel class of Rapputs, and claims descent from Shahaji, son of Sejakji

Thakur Sahib Sur Singh was granted a personal salute of 9 guns on the occasion of the Delhi Darbar, held on the 1st January 1877 The salute was made permanent in 1878

The present Chief, Bahadur Singh, was born on the 3rd April 1900 and ucceeded his father, Sir Man Singh Sur Singh, in August 1905 During his minority the State is under Government management

In 1883 the State made an Agreement (No XXIX) to regulate the manufacture of, and trade in, salt

In 1890 the Chief received a Sanad of adoption (No LXXVII)

The State has a population, according to the census of 1901, of 52,856, and 1 gross revenue of Rs 4,45,198 The area of the State is 288 square miles

Its military force consists (1905) of 33 cavalry, 2 artillery men, 2 serviceable guns, and So armed police

The State is hable to the operation of the nazarana rules

The Chief is entitled to a salute of 9 guns, fixed in 1878

11 DHROL

The Chief of Dhrol, a second class State, is a Jareja Rajput of the same family as the Jam of Nawanagar

Thakur Sahib Jai Singh was granted a personal salute of 9 guns on the 1st January 1877, on the occasion of the Delhi Darbar In 1878 the salute was made permanent

The present Chief, Hari Singh, was born on the 24th June 1845, and succeeded to the gads on the 26th October 1886

In 1883 the State entered into an Agreement (No XXIX) regulating the manufacture of, and trade in, salt

The Chief received a Sanad (No LXXVII) in 1890 guaranteeing him

the right of adoption

The State ceded full civil and criminal jurisdiction over the lands occupied by the Morvi railway (No * XL) and the Jamnagar railway (No XLIV) in 1888 and 1894, respectively The taluka has a population, according to the census of 1901, of 21,006,

and a gross revenue of Rs 1,10,158 The area of the taluka is 282 square miles

It has (1905) a military force of to cavalry, 6 unserviceable guns, and 22 armed police

The State is liable to the operation of the nazarana rules The Chief enjoys a salute of 9 guns, fixed in 1878

12 LIMRI (LIMBDI)

The Chief of the second class State of Limri, Sir Jaswant Singh, is a Ibala Raiput of the same family as the Rai Sahib of Dhrangadra. He was born on the 23rd May 1859, and succeeded to the gade on the 30th January 1862

On the occasion of the Delhi Darbar, on the 1st January 1877, Thakur Salub Jaswant Singh was granted a personal salute of q ours, which was made permanent in 1878

In 1879 the Chief ceded (No XXXVI) criminal jurisdiction over the lands occupied by the Kathiawar State railway

In 1883 he entered into an Agreement (No XXVII) regulating the manufacture of, and trade in, salt

In 1884 Jaswant Singh was appointed a member of the Legislative Council of Bombay, and is the first Chief of Kathiawar who has served in that capacity In 1887 he was a member of the deputation of Kathiawar Chiefs which went to England on the occasion of the Jubilee of Her late Majesty Queen Victoria, on which occasion he was created a Knight Commander of the Indian Empire

In 1890 he received a Sanad (No LAXVII) of adoption, and in January 1903 attended the Delhi Coronation Darbar

The taluka consists of 47 villages under the Kathiawar Agency and 28 stated in the Ahmadabad Collectorate. The area of the taluka is 343 square miles, the gross revenue amounts to Rs 2 02,012, and the population, according to the census of 1901, is 31,287. The military force comprises (1903) 27 cavalty, 50 infantry, 2 serviceable and 26 unserviceable guns, and 74 armed police.

The Chief enjoys a salute of 9 guns, fixed in 1878

13 RAJKOT

An agreement (No LXXXIII) was made with the Chief of Rajkot in 1863, granting him a remission of Rs 1,500 from the annual tribute payable to the British Government This was compensation for lands provided as a site for a civil station

On the 1st January 1877, on the occasion of the Delhi Darbar, Thakur Sahib Bawaji was granted a personal salute of 9 guns, the salute was made permanent in 1878

In 1883 the State entered into an Agreement (XXIX) regulating the manufacture of, and trade in, salt

In 1888 the Thakur ceded full civil and criminal jurisdiction over the lands occupied by the Morvi railway (No AL)

On the 16th April 1890 the Chief, Thakur Sahib Bawaji, a Jareja Rajput, died at the age of 34, and was succeeded by his son and heir, named Lakhaji, who was born on the 17th December 1885

The Thakur, who ranks as a second class Chief, received a Sanad (No LXXXIV) of adoption in 1890

In 1890 an arrangement was made with the Rajkot State in connection with the construction of a tank to supply water to the civil station of Rajlot A payment of Rs 500 a year is made to the State by the Kathiawar Agency in consideration of the use of the land and water

In April 1892 the State ceded full civil and criminal jurisdiction (No XLIII) over the lands occupied by the Jetalsar Rajkot radiway, in which the State owns a 4th share. The railway was opened for traffic on the 12th April 1893. Full civil and criminal jurisdiction was also ceded by the State in July 1894 over the lands occupied by the Jannagar railway (No XLIV)

In 1899 an agreement, having effect from the 12th April 1893, was made for the maintenance and working of the Jetalsar-Rajkot railway by the Board of Control of the Bhaunagar Gondal Junagarh Porbandar railway.

Thakur Sahib Lakhaji attended the Delhi Coronation Darbar in January 1903

The State contains an area of 282 square miles The gross revenues are about Rs 3,33,468 The population according to the census of 1901, 13 49,795 The tribute due to the British Government, evoluting the remission 18 Rs 18 991 The Nawab of Junagarh also receives Rs 2 330 a year from Rajkot A sum of Rs 2,894,4 to 18 yearly paid to the Chief as compensation for lands taken up as a site for a cantonnent in 1822

The military force of the State is (1905) 15 cavalry, 2 serviceable and 6 unserviceable guns, and 138 armed police

The State is liable to the operation of the nazarana rules

The Chief receives a salute of g guns, fixed in 1878

14 WADHWAN.

The present Chief, Bal Singh, was born on the 29th January 1863 and maintailed in November 1885 as successor to his brother, Daji Raj who died without male issue in May 1885. He is descended from the Dhran gadra house

In 1864 a remission of Rs 2250 was made from the payments due from Wadhwan to the British Government under an Agreement (No LXXXV), by which the Chief ceded certain lands required for the head quarters of the Jhalawar sub division. At the same time an annual remission of Rs 250 was made (No LXXXVI) to the Bhumas of Dudher piwho are of the Wadhwan Bhayad. The Bhumas pay to the British Government Rs 1,102 besides Rs 97 to Junagath. Their gross revenue is about Rs 18342.

In 1874 the Chief ceded full cavil and criminal jurisdiction over the lands in his State occupied by the Bombay, Baroda and Central India railway (No XXXII) He likewise ceded in 1879 full criminal jurisdiction over the portion of his State occupied by the Kathiawar State railway (No XXXII)

On the 1st January 1877, on the occasion of the Delhi Darbar Thakur Sahib Daji Raj was granted a personal salute of 9 guns which was made permanent in 1878

In 1883 the Chief entered into an Agreement (No XXIX) to regulate the manufacture of, and trade in salt

Full criminal and civil jurisdiction over the lands occupied by the Morsi State railway was ceded in March 1887 (No XL)

In 1800 the Chief was granted a Sanad (No LXXVII) guaranteeing him the right of adoption

The Thakur ceded full and exclusive power and jurisdiction of every kind, in December 1809 (No XLV), over the lands which were, or might thereafter be, occupied by the Dhrangadra State railway

In 1800 a fresh Agreement (No LXXXVII) was made between the British Government and the Chief, amending that of 1864, and making provision for the yearly payment of Rs 5,000 to the Wadhwan Darbar from the Wadhwan Civil Station Fund, as compensation for the loss of customs duties sustained by the Darbar and Dudhrei Taluka, which had previously been secured to them by the agreement of 1864

In 1001 an agreement was made between the Thakur and the Political Agent, Kathiawar, on behalf of the British Government, in respect of the establishment of a bulk oil depôt by Messrs Graham & Co in the vicinity of the civil station of Wadhwan By clause 4 of the agreement the Darbar undertook not to establish within one mile of the civil station of Wadhwan a rival bazaar, nor to act in any way to the prejudice of the civil station's octros revenues by the establishment of a bazaar

In February 1905 the Thakur ceded full and exclusive power and jurisdiction of every kind over the lands in his State which were, or might thereafter be, occupied by the Morvi metre gauge railway (No XLI)

The Chief of Wadhwan pays to the British Government Rs 25,0221 besides Rs 87 for villages in the Ahmadabad district. He also pays Rs 2,682 to the Nawab of Junagarh

The gross revenues of Wadhwan amount to Rs 3,49,543 The population, according to the census of 1901, is 34,851, and the area 236 square miles

The military force consists (1905) of 30 cavalry, 124 infantry, 2 serviceable and 2 unserviceable guns, and 151 armed police

The State is liable to the operation of the nazarana rules

The Chief enjoys a salute of 9 guns, fixed in 1878

15 MALIA

The present Chief, Thakur Modji, is a Jareja Rajput, and is descended from Kayan of Wagad and Macchu Kantha He was born on the 13th June 1847, and succeeded to the gade on the 23rd June 1875

In 1863 the Chief of Malia executed an Agreement (No LXXXVIII) engaging to make effective arrangements for keeping the Mianas under proner control and to be responsible for their conduct. In consequence of

the prevalence of serious crime in the taluka, the criminal jurisdiction of the fourth class, which belonged to the State, was withdrawn in 1880. In 1883, its jurisdiction was restored, except in regard to Miana subjects.

In 1883 the State entered into an Agreement (No XXVII) regulating the manufacture of, and trade in, salt

On account of mal administration and indebtedness, the Taluka was attached in September 1892, and a British officer was appointed as manager in 1895 it was placed in the charge of the Political Agent, Halar The Thakur has no hand in the management at all, though he is tretted as a fourth class Chef on ceremonal occasions.

Maha is a fourth class State, containing an area of 102 square miles, its gross revenue is Rs 70,000, and its population, according to the census of 1001, 0,075

The military force consists (1905) of 14 cavalry, 1 unserviceable gun, and 23 armed police

The following list enumerates the principal Chiefs in Kathiawar besides those already mentioned .—

| 1 | | | | | | | | MILITARY FORCES | | | | | |
|---|-----------------------------|-----------------------|--------|-------------|-----------------|-------------------|---------------|----------------------|---------------|----------|-----------|---------------|--|
| Name of place | Name of Chief | Caste | Class. | Αχε (19οξ). | No. of villages | Population (1901) | Gross revenue | Serviceable guns. | Artillery men | Cavairy. | Iofantry. | Armed police. | |
| | | | | | _ | | Re | | | | | \Box | |
| Lakhtar . | Thakur Karan Siehh . | Jhala Rasput . | III | ≰ 3 | \$1 | 15,164 | \$1,613 | 4 | | 16 | 25 | 41 | |
| Sayla | Thakur Sahib Wakt Sagh † | Do . | | 59 | 40 | 11,661 | 1,00 000 | ' | | 8 | 18 | s 6 | |
| Chada | Thakur Bechar Singh | Do | ,, | 63 | 14 | 12,005 | 62,054 | , | | 6 | 30 | 13 | |
| Vala | Rawai Wakht Singh . | Gohel Rajput . | 12 | 41 | 40 | 13,285 | 83,511 | , | | 1 | - | 40 | |
| jasdan* . | Khachar Olha Ala! . | Kathi | | 53 | 59 | | 1,15,000 | | | l | | | |
| Bautwa (Ma nawadar).* | Fatch Din Khan , | Babi Muham madan, | - | 20 | 23 | 24,478 | 3 33 100 | 1 | | | - | 48 | |
| Lathi* . | Thakur Pratap Stogh . | Gohel Rajput . | ΙV | 14 | 9 | 8,851 | 63 850 | | | 8 | - | 25 | |
| Mult. | Thakur Dadubha . | Parma Rajput | ٠. | 6 | 19 | 25,136 | | | | 6 | 29 | 40 | |
| Bajana* | Malik Jiran Khan . | Maisk Muham maise. | " | 57 | 27 | 10,179 | 47,738 | 1 | - | 5 | 51 | *9 | |
| Virpar . | . Thakur Saraji | Jareja Rajpot, | - | 59 | 13 | 6,151 | 31,164 | l | - | 7 | | 20 | |
| Kotra- Sangani, | Thakur Mulwa | Do | - | 32 | 25 | 8,835 | 81,025 | • | - | 7 | ~ . | 18 | |
| Jetpur* | Shareholders | Kaths | - | 1 | 145 | 105,915 | 1055 408 | 1 | | | ••• | 323 | |
| Patdij . | . Sorajmai | Kanbi Hindu . | ıv | 58 | 7 | 2,190 | 15,370 | | - | | ١. | 30 | |
| Did it is a constant to the constant to the | | | | | | | | | | | | | |

Besides the above Chiefs there are in Kathiawar fourteen jurisdictional Talokdars of the fifth class, theoty-four of the sixth class, and four of the seventh class. These smaller Talukdars are mostly cadets of the Jareja and Jhala houses, or are either Khacher or Wala Kathis The Wala Kathis own the large estate of Jetpur, which has a revenue of about Rs 10,55,408, but it is divided among twenty-one sharers, none of whom is important enough to have more than third class jurisdiction. Those Talukdars whose jurisdiction has been surrendered or resumed are grouped under the Thanas according to their geographical situation.

®Tueble to the energy (1)

Luable to the operation of the nazarana rules
 † This Chief received the title of Thakur Sabib as a personal distinction in recognition of his good administration

[‡] By recognizing Khachar Odha Ala, the eldest son of the late Chief, as heir to the gadi of a sadan, the Government of India demonstrated its policy of following the rule of primogeniture in Kath States, which had hitherto invariably observed the rule of equal division.

^{\$} There are foorteen jurisdictional shareholders or two grd class, two 4th class, three scholars, are 6th class and one yit class, in that Taluk. The rule of primogenium has been applied to the entate of Wals Khola Jans of Jetpur by the orders of the Government of India. The Chief of this Taluks was permanently advanced to the 4th class among the Chief-ships of Kathlawar.

the prevalence of serious crime in the taluka, the criminal jurisdiction of the fourth class which belonged to the State was withdrawn in 1880. In 1883, its jurisdiction was restored except in regard to Miana subjects.

In 1883 the State entered into an Agreement (No XXVII) regulating the manufacture of, and trade in, salt

On account of mal administration and indebtedness, the Taluka was attached in September 1892, and a British officer was appointed as invanger in 1895 it was placed in the charge of the Political Agent, Habr. The Thakur has no hand in the management at all, though he is trivited as a fourth class Chief on ceremonal occasions.

Maha is a fourth class State, containing an area of 102 square miles, its gross revenue is Rs 70,000, and its population, according to the census of 1901, 9.075

The military force consists (1905) of 14 cavalry, 1 unserviceable gun, and 33 armed police

The following list enumerates the principal Chiefs in Kathiawar besides those already mentioned .-

| 1 | Name of Chief | Caste | Í | Age (1705) | No of villages | Population (root) | | MILITARY FORCIA (1905) | | | | | |
|------------------------|-----------------------------|-----------------------|-------|------------|----------------|-------------------|---------------|---------------------------|---------------|---------|----------|---------------|--|
| Name of place. | | | Clars | | | | Gross revenue | Scrriceab e | Artitlery men | Cavatry | Infantry | Armed police. | |
| | | | | - | _ | | Ra | | | _ | _ | Г | |
| Lakhtar . | Thaker Karan Sogh . | Jhala Rajput | ш | 13 | ŚI | 15,124 | \$1 613 | 4 | • | 16 | 25 | 41 | |
| Sayla | Thakut Sahib Wakt Sugh.t | Do | ** | 59 | 10 | 11,661 | 1 00 000 | • | | s | 18 | 3 6 | |
| Choda | Thakut Bethar Singh | Do | | 63 | 14 | 19,005 | 82 064 | 1 | | 6 | 30 | 13 | |
| Vala . | Rawal Wakht Singh | Gohel Rajput . | , | 41 | 40 | 13,285 | 83 511 | | | - | | - | |
| Jasdan . | Khachar Odha Alat . | Kathl | ١., | 12 | 59 | 25,727 | 1,25 000 | | | - | ļ ' | | |
| Bantwa (Ma nawadar) | Fatch Din Khan | Babi Muham madan, | - | 90 | ¦., | 14,478 | 2 33 100 | • | - | | - | 48 | |
| Lath(* . | Thakuz Pratap Slogh | Gohel Rajput | īν | 1,4 | 9 | B 831 | 83 85c | - | | 8 | | 25 | |
| Muis* | Thakur Dadabha | Parma Rajput | ۱ | 6 | 10 | 13 136 | 49,172 | | ĺ | ٥ | 20 | 40 | |
| Bajana* . | Mahk Jivan Khan . | Malik Muham malau, | | 57 | 27 | 10,179 | 47 738 | - | ^ | 3 | 51 | 19 | |
| Viepur | Thaker Suraji . | Jareja Rajput. | - | 59 | 13 | 6,153 | 31 154 | - | | 7 | | 10 | |
| Kotra- Sangani | Thaker Melwa | Dò | - | 23 | 25 | 8,835 | 81,016 | ١. | - | , | | 18 | |
| Jetpur* | Shareholders | Kathis | - | ۱., | 145 | 105,015 | 10,55 408 | | | l | | 373 | |
| Patdil . | Surajmal | Kunbi Hindu | ıν | 58 | 7 | 3,190 | 15,376 | - | | | | 30 | |
| | | | | | | | | | | | | | |

Besides the above Chiefs there are in Kathiawar fourteen jurisdictional Talukdars of the fifth class, twenty-four of the sixth class, and four of the seventh class These smaller Talukdars are mostly cadets of the Jareja and Jhala houses, or are either Khacher or Wala Kathis The Wala Kathis own the large estate of Jetpur, which has a revenue of about Rs 10.55.408. but it is divided among twenty-one sharers, none of whom is important enough to have more than third class jurisdiction Those Talukdars whose jurisdiction has been surrendered or resumed are grouped under the Thanas according to their geographical situation

Liable to the operation of the nazarana rules

[†] This Chief received the title of Thakur Sabib as a personal distinction in recognition of

his good administration By recognizing Khachar Odha Ala, the eldest son of the late Chief as heir to the gadi

of Janda, the Guerre manufact John Alle, the edets ion on the life Line the size of the company of Janda, the Company of Janda, the Company of Janda, the Company of Janda (Janda Janda Ja ships of Kathiawar,

No XVII.

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FA'EL ZAMIN of the CHIFF of VANKANIR,-1807.

Shri (Prosperity)

Written by Barot Fulji Rupsinghji of Nara to Shrin,ant Rao Shril Sena Khas Khel Shamsher Bahadur

To wit,—That I, of my own free will have a room to the Shrimant Pant Praham and to the Government of the Grekwar on behalf of Jiala Chandrasingji of Tukla Vankaner construt and efficient security agunst existing disturbances (Fa'el Zamin) for the two shares, constituting the entire Province as follows —

ARTICLE 1

That I will not have a feed with any other (Chief), nor will I harbour the outlaw of up other (Talakhar) whether Kathi or Rapput **per zeril I enteroath upon the frontier of another, nor will insite any other person to commit any act of volence. I agree to act as his been the custom hitherto and if any one's Bhavat should come and write over to me their lands or village lively into purchase such lands or village! I will not purchase such lands or village! I will not purchase such lands or village! I will teep any in we country, it shall be under proper precyutions I will not plunder in the Talaka of any other (Chief) or on the highroad if any impovershed landholder should be in wait, and write over his land or village, I will report the matter to Government, and only purchase them after obtaining permission. And if I should ever wash to write over (my lands) to any one, I will only write them over after obtaining the Government permission.

ARTICLE 2.

I will not associate with any delinquent or criminal of Government, whether one of the Shrimant Sena Khas Khel, or of the Compuny Bahadur's Government.

ARTICLE 3

On both sides of us are situated the Mahalst of the Shrimant Pant Pradhan and the Gaekwar Government and also those of the Honourable

^{*} The sentence in graines is in add tion to the test of the Limbdi Fa el Zamin

[†] Also an addition as above.

¹ Meaning perhaps Mahala in which these Governments held an intesest, such as imbutes, etc., as well as their Crowle domai a.

Company In these Mahals I will not commit any robberies or make any plundering incursions, nor will I, in any way, molest any merchant or traveller, but will supply them with labourers and thus escort them beyond my frontier *The evener of the village, within the limits of which a merchant or a traveller may suffer loss, shall be responsible for the same, and if the loss be sustained at the village or on the frontier of a Talukdar, the Talukdar shall be responsible or (the village owner or the Talukdar) shall produce the real thief

ARTICLE 4

If I have encroached on the frontier of any other (Zamindar) by force, or purchased the land of any one, knowing him to be impovenshed, then I agree to resign such land on fair terms and afterwards to make no claim to it

ARTICLE 5

*According to the above conditions I become constant and efficient security, and agree to fulfil and cause the (terms of the) same to be observed from generation to generation And should the Sarkar's Mohsal come on account of any failure to observe this agreement, then I consent to give such satisfaction of the case in point as the Sarkar may demand, together with the daily expenses and fine imposed by the Mohsal.

I make Jadeja Jiaji of Taluka Morvi, the perpetual and efficient countersecurity for this, and execute the deed

1 Signature

Signature of Barot Fulit

Rupsingh of Nara (mark)

Written by Jadeja Jiaji of Morvi

To wit —I have become perpetual and efficient counter security to the Sarkar and will fulfil and cause to be observed, be responsible for, and enforce responsibility for, that which has been written above

Signature (of counter-security)

1 Signature of Jadeja Jiaji

Handwriting of Kerparam Dayram

(True translation)

(Sd.) JOHN W WATSON.

President, Rajasthanik Court

Add t on to the L mbdi text

٠.

FA'FI ZAMIN OF THE CHIEF OF GONDAL.

Shes (Prosferity)

THREE PESHWA 15

Written by Burot Karar son of Lulp Rups agbij of Nara to Shrimant Rao Shri Sena Khas Khel Shamsher Bahadur

To ut —That I of my own free will have given to the Shrimart Pant Pradhan and to the Government of the Gaekuar on the fall of Jadera Desay and Kunsar Nathup of the Faluka of Gondal Dhoray constant and efficient security against exciting distribunces (['i.d. Zarun) for the two shares constituting the erriter Province as follows:

ARTICLE I

That I will not have a few I with any other (Talubdar) nor will I habbour the outlaw of an other [Talubdar] whether Kathir or Rapint, nor will incite any other person to commit us not of vollecce *per set Il exercach upon the boundary of another. I agree to set as has been the extsom intheir oand if my one's Bhanat should come and write over to me their lands or unigge I will not purchase such lands or utilize I will not revene, me most upon any one for past enunties. I will not harbour theires in mi limits but I keep any in my country, it shall be ender proper precuations. I will not plunder in the Taluka of any other (Chief) or on the high road. If any impovernished landholder should be in want, and wrive over his land or village, I will report the matter to Government and cub purchase them after obtaining permission. And if I should ever wish to write over (my lands) to any one, I will only write them over after obtaining the Government permission.

ARTICLE 2

I will not associate with any delinquent or criminal of Government whether one of the Shrimant Shri's (Gaekwar's) Government, or of the Company Bahadur's.

ARTICLE 3

On both sides of us are stuated the Mahalet of the Shrmant Pant Pradhan and the Gashwar Government, and also those of the Honourable Company In these mahals I will not commit any robbernes or make any plundering incursions, nor will I in any way, molect any merchant or traveller, but will supply them with labourers and guards, and thus escort

. The sentence in italica is in addition to the text of the Limbdi Fa el Zamia.

[†] Also an add.tiqu as above

I Mean ng perhaps Mahala in which these Governments held an aterest such as tr butes, etc., as well as the r Grown domains.

them beyond my frontier " The o oner of the village, within the limits of which a merchant or a traveller may suffer loss shall be responsible for the same and if the loss be sustained at the village of a Talukdar the Talukdar shall be responsible and (the village owner or the Talukdar) shall produce the real thief

ARTICLE 4

If I have encroached on the frontier of any other (Zemindar) by force or purchased the land of any one knowing him to be impoverished, then I agree to resign such land on fair terms and afterwards to make no claim to it.

ARTICLE 5

According to the above conditions I execute this deed, and make Jam Shri Jasau of the Navanagar Taluka the counter security for it and agree to fulfil the (terms of the) same as above Should the Sarkar's Mohsal come on account of any failure to observe this Agreement, then I consent to give such satisfaction of the case in point, as the Sarkar + and their officials may demand, together with the daily expenses and fine imposed by the Mohsal Kartak Shud 2nd Samvat 1864

Signature (of the security) (Mark) Signature of the counter security

Signature of Jam Shri Jasaji in the handwriting of Rudarji Rugnathii (True translation)

(Signed) JOHN W WATSON. President, Rajasthanik Court

FA'EL ZAMIN OF THE CHIEF LIMRI

Shri (Prosperity)

Written by Vyas Bhagti Mogji of Viramgam to Shrimant Rao Shri Sena Khas Khel Shamsher Bahadur

To wit-That I, of my own free will have given to the Shrimant Pant Pradhan, and to the Government of the Gaekwar, on behalf of Ihala Hars suight of the Taluka of Limbdi, constant and efficient security against exciting disturbances, (Fa el Zamin) for the two shares constituting the entire Province as follows -

ARTICLE 1

That I will not have a feud with any other (Talukdar), nor will I harbour the outlast of any other (Talukdar) whether Kathi or Raiput, nor ı

· Add t on to the Limbdy feet

VOL VI

† Also an addition.

will uncte any other person to commit any act of volence. And if any one's Bhaja is hould come and write over to me their lands or village, I will not purchase, such lands or village, I will not heuston bitherto. I will not harbour theves in my limits, but if I keep any my country, it shall be under proper precautions. If any impoverished landsholder should be in want, and write over his land or village, I will report the matter to Government and only purchase them after to obtaining permission. And if I should ever wish to write over (my lands) to any one, I will only write them over atter obtaining the Government overmission.

ARTICLE 2

I will not associate with any delinquent or criminal of Government whether one of the Shrimant Sena Khas Khel Saheb, or of the Company Saheb's Government

ARTICLE 3

On both sides of us are situated the Mahals of the Shrimant Pant Pradhan, and the Gackwar Government, and also those of the Government of the Honourable Company in these Mahals I will not commit any robbertes or make any plandering neurosions, nor will I, in any way, most any merchant or traveller, but will supply them with labourers, guards and protress and thus escort them beyond my fronter

ARTICLE 4

If I have encroached on the frontier of any other (Zamindar) by force or purchased the land of any one, knowing him to be impoverished, then I agree to resign such lands on fair terms, and afterwards to make no claim to it

ARTICLE 5

According to the above conditions, I become constant perpetual security, and agree to luffl and cause (the terms of the) same to be observed from generation to generation. And should the Sarkar's Molsal come on account of any failure to observe this Agreement, then I consent to give such satis faction of the case in point, as the Sarkar may demand, together with the daily expenses and fine imposed by the Mohsal

I make Jhala Amarsınghjı of Halvad Dhrangadra, the counter security for this, and execute the deed Kartak Shud 2nd Samvat 1864

Signatures—Vyas Bhagti Mogji, (Mark) (Counter security's) singuature. (Mark)

^{*} Meaning perhaps Mahals to which these Governments held an interest, such as inbutes &c., as well as their Crown domains.

Written by Jhala Shri Amarsinghii I have become counter security and will fulfil and cause to be observed that which has been written above The handwriting of Mehta Parbhuji

(True translation)

(Signed) JOHN W WATSON, President, Raiasthanik Court

4

FA'EL ZAMIN OF THE CHIEF OF DASADA.

Shri (Prosperity)

To the Shra Darbar,

Part I

Written by securities Malik Bapumiah Lalamiah and Malik Baji Motibha and Malik Kamumiah Dalabhai and Babar Khan Bhai Sajibhai, inhabitants of the Dasada Taluka, and by the counter securities Barosi Jafar Achhabbai and Sindhi Moti Chaba and Pathan Sher Khan Bala and Babar Jamal Chandibhai, mhabitants of the aforesaid Taluka

To wit,-We have become perpetual and efficient securities and countersecurities for (the non-commission of acts of violence by) the Gametis (Talukdars) Gurasias and livaidars and all other armed tribes and of the Charan's huts (with) enclosures within the villages of the said Taluka. No one shall commit acts of violence nor harbour any robber or any one's outlaw nor asso ciate with them, nor give or send to any bad characters either food or provision in the village lands or on the frontier, and if any man shall come and reside at the house of any one and it be proved that such person be an outlaw or offender against any one, we agree to produce him, and promise not to keep stolen property, and if any one's outlaw be crossing our lands or boundary, we agree on being informed to this effect, to at once go and capture them, and if an alarm of bad characters having come to any neighbouring village reach us, we agree to go thither at once and aid such neighbouring village If we make any default in acting as above written, we agree to produce the defaulter, and if we are unable to produce him, then we personally agree to constantly and efficiently, conjointly and severally, be responsible to both the Sarkar and the Darbar for the loss as directed by them, and if the tracks of any bad characters shall enter the lands of any village of our Taluka, we agree to carry them on satisfactorily to another village and there entrust them to the authorities of such village. And if we are unable to carry on satisfactorily the tracks, then we agree to be responsible in such way as the Government may direct.

Samvat 1878, 1st Aso Shud 8th, September 23rd, 1822 A D

Signature of Securities

MALIK BAPUMIAH LALMIAH (Mark)

Handwriting of (not legible)

MALIK KAMUMIAH DALAMIAH

(Mark)

Handwriting of (not legible)

MALIK BAJI

(Mark)

Handwriting of (not legible)

BABAR KHANBHAI SAJIBHAI

(Mark)

Handwriting of Samtullah Signatures of Counter Securities BAROSI JAVAR ACHHABHAI (Mark)

SINDIII MOTI CHABA (Mark)

Pathan Sher Khan Bala (Mark)

BABAR JAMAL CHANDBHAI (Mark)

(True translation)

(Signed) JOHN W WATSON, President, Rajasthanik Court

XI(

FA'EL ZAMIN OF THE CHIFF OF BHADVANA.

Shrı (Prosperity).

Written by Vyas Bhagti Mogji of Viramgam, to Shrimant Rao Shri

Sena Khas Khel, Shamsher Bahadur

To wit,-That I, of my own free will, have given to the Shrimant Pant Pradhan and to the Government of the Gaekwar, on behalf of Jhala Tejaji and others of Bhadwana, Bhayat of Taluka Limbdi, perpetual and efficient security against exciting disturbances (Fa'el Zamin), for the two shares, constituting the entire Province as follows -

ARTICLE 1

That we will not have a feud with any other (Chief), nor will we harbour the outlaw of any other (Talukdar), whether Kathi or Raiput, nor will we incite any other person to commit any act of violence, and if any one's Bhavat should come and write over to us their lands or gardens (Wadis), we will not purchase such lands or gardens (Wadis) We agree to act as has been the custom butherto * We will not revenge ourselves upon any one for past enmities We will not harbour thieves in our limits, but if we keep any in our country, it shall be under proper precautions We will not plunder in any Taluka or on the high road If any impoverished landholder should be in want, and write over his land or village, we will report the matter to Government, and only purchase them after obtaining permission. And if we should ever wish to write over (our lands) to any one, we will only write them over, after obtaining the Government permission

ARTICLE 2

We will not associate with any delinquent or criminal of Government, whether one of the Shrimant Sena Khas Khel or of the Company Bahadur's Government

ARTICLE 3

On both sides of us are situated the Mahals t of the Shrimant Pant Pradhan and the Gaekwar Government, and also those of the Honourable Company In these Mahals we will not commit any robberies, or make any plundering incursions, nor will we in any way molest any merchant or traveller, but will supply them with labourers and porters, and thus escort them beyond our frontier *The owner of the village within the limits of which a merchant or a traveller may suffer loss, shall be responsible for the same, and if the loss be sustained at the village or on the frontier of a Talukdar, the Talukdar shall be responsible

^{*} The sentence a ital ca is in add too to the text of the Limbel Pa el Zamin. † Meaning perhaps Mahals in which these Governments held an interest, such as tributes, &c, as well as their Crown domains.

ARTICLE 4

If we have encroached on the frontier of any other (zamindar) by force, or purchased the land of my one, knowing him to be imposershed, then we agree to resign such land on fair terms and afterwards to make no claim to it.

ARTICLE 5

According to the above conditions I have become constant and efficient security, and agree to fulfill and cause the (terms of the) same to be observed, from generation to generation and should the Sarkar's Mohsal come on account of any failure to observe this Agreement, then I consent to give such satisfaction of the case in point as the Sarkar may demand, together with the daily expenses and fine imposed by the Mohsal I make Jhala Rupaji of Mouji Kherali, the perpetual and efficient Ad Zamin (counter security) for this, and execute the deed Kartak Shud 12th of Sarnat 1864

Signature

Signature of Vy as Bhagti Mogji (mark)

Written by—To wit —That I have become perpetual and efficient Ad Zamin (counter security) to the Sarkar and will fulfil and cause to be observed, be responsible for, and enforce responsibility for, that which has been written above

Signature of (counter security)

JHALA RUPABHAI

To wit,—That I have become counter security, and will fulfil and cause to be observed, that which has been written above

Handwriting of Bhauji

(True translation)

(Signed) JOHN W WATSON, President, Rajasthamk Court.

6

FA'EL ZAMIN OF THE CHIEF OF NAWANAGAR

TRANSLATION.

Shri (Prosperity)

To Shrimant Rao Sena Khas Khel Shamsher Babadur * * * * *
The writing of * * * * *, presenting compliments

We, of our own free accord hereditarily provide Fa'el Zamin for the Taluka of * * the following being the particulars as to how the

Girasias belonging to the territories of both the Pant Pradhan (Peshwa) and the Gaikwar Sena Khas Khel Sarkars:--

- 1. They should not quarrel among themselves, nor should they receive and harbour anybody in their villages. No one should commit a disturbance, nor encroach upon the boundaries [of another], abiding strictly by the same good conduct as hitherto observed. Past enmities should not be raked up and robbers, &c., should not be entertained. In case Patils, &c., from the Sarkar's territory come with offers to mortgage their lands and villages, the same should not be accepted. They should act in accordance with the Sarkar's orders and should not act in any improper manner. They should solve the right practice.
 - 2. They should not associate with or assist men guilty of having committed unlawful things [in the territories] of the Shrimant Sena Khas Khel Saheb and of the Company Bahadur. They should not commit robberies and depredations in the Mahals of the Sarkar Shrimant Pant Pradhan, the Gailwar and the Company Bahadur, nor should molest any passengers, merchants, and others travelling, but should provide them with labourers to carry their baggage and see that they safely go out of their respective boundaries. Should any Sarkars, &c., suffer injury on the way the same shall be made good by him in whose limits the same took place. In case the villageman be unable to do this then the Talukdar should make good the loss. If the villages and lands of any zamindar have been forcibly retained owing to the zamindar's ruined circumstances or otherwise the same shall be restored to him and no claim be made about it hereafter.

According to the terms mentioned above we have afforded fresh security to continue from generation to generation. If the Girasias commit any disturbances and if the Sarkar's Mohsal comes, we shall pay his daily expenses and wages and shall give such satisfaction as the case in point may require. The above is agreed to by us.

Signature * * *

Ad Jamin * * * * * * . We shall see the Girasias act in accordance with what is written above, and in case they do not act accordingly we shall be responsible in regard thereto.

Y. M. KELKARY,

Oriental Translator to Government. 11th October 1892.

No. XVIII.

MEMORANDUM of an AGREEMENT with the CHIEFTAIN of LIMREE touching the SETTLEMENT of the LIMREE TALOOKA,—1807-1808.

ARTICLE 1.

A permanent agreement with a guarantee touching the injury to which

my old talooka, including the villages in the Dhundooca and Ranpore, is liable by the egress and regress of the army

ARTICLE 2

The instalments and money payments shall be made as heretofore. The chunde, provision, and paun sooparce shall be supplied by me, in the usual manner, to any village guard furnished on my requisition, during the egress and regress of the army.

ARTICLE 3

If any cattle should go into the camp from my talooka after the payments shall be made, they shall be given up in the usual manner

ARTICLE 4

The payments of my Bhavad being made separately to the Government, they shall be realized by it, without any molestation to me on that account.

ARTICLE 5

If any of my Bhayad or co-sharers should prefer an appeal to Govern ment I am not to be restrained by any unjust interference on its part, in what I have hitherto enjoyed under written instruments. On the other hand, I am to do nothing henceforward without the sanction of Government previously obtained

ARTICLE 6

If any part of my conduct should appear exceptionable to Government it shall, in the first instance, despatch a Cossid to warn me, and if I should omit to send lack a person along with the same Cossid to justif myself to government a Mohsul is to be thereupon despatched

ARTICLE 7

If through the depensations of Providence my country should be visited in any year by afflictions, heavenly or earthly, the Government shall afford me its succour in such year

ARTICLE 8

If the payments on account of the Choova talooka should not be made in any year, I will cause the Chief of Bhurkoova to liquidate the same according to the amount assessed by Government on the said village of Bhurkoova, being Rupees 475, but no injury is to be done to the village

ARTICLE 9

I request the succour of Government in conformity with the foregoing representation, and upon the condition that I regularly make the payments

at Baroda from Sumwut of the year 1865, during the whole of the decennial settlement, and enter into a written engagement to make the same payments at Baroda in all time to come, and further that I give fa'el and arr security permanently for my submission (Rujoo) to government guarantee for the just and due fulhiment of this agreement of Major Alexander Walker on the part of the Honourable Company

ARTICLE 10

It is hereby agreed that the stipulations of the foregoing ten Articles shall be carried into effect by government

ALEXANDER WALKER, Major

Persian Signed in English

Dated Camp near Pergunnah Surpudur, talooka Daley, in Kattywar, one Ramjun Sunnut Suman su Mytein wu Ulf (A D 1807-1808)

No. XIX.

ENGAGEMENT entered into by the JHAREJA CHIEFS for the suppression of INFANTICIDE.

Whereas the Honourable English Company and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor having set forth to us the dictates of the Shasters and the true faith of the Hindoos, as well as that the Brumhu Vywurtuk Pooran' declares the killing of children to be a hemous sin, it being written that it is as great an offence to kill an embryo as a Brahmin, that to kill one woman is as great a sin as killing a hundred Brahmins. that to put one child to death is as great a transgression against the divine laws as to kill a hundred women, and that the perpetrator of this sin shall be damned to the hell Kule Sootheeta, where he shall be infested with as many maggots as he may have hairs on his body, be born again a leper, and debilitated in all his members, we, Jhareja Dewajee and Kooer Nuthoo, zemindars of Gondul (the custom of female infanticide having long prevailed m our caste), do hereby agree, for ourselves and for our offspring, as also we bind ourselves, in behalf of our relations and their offspring, for ever, for the sake of our own prosperity, and for the credit of the Hindoo faith. that we shall from this day renounce this practice, and, in default of this, that we acknowledge ourselves offenders against the Sircars Moreover. should any one in future commit that offence, we shall expel him from our caste, and he shall be punished according to the pleasure of the two governments and the rule of the Shasters

| - | hanes. | | | | | | Talockas of ralages. | | |
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| ٦, | ihareja Hoteejee | | | | | | Kotara Sanganee. | | |
| -11 | hareja Dossajee and Kooer Sul | taree | | • | • | - 71 | Mallia. | | |
| - 11 | hareja Jehajee | , | • | • | • | | Mooryce. | | |
| - 11 | hareja Runmuljee and Kooer L | akain | • | | • | - 11 | Rajkot. | | |
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| 11- | hareja Hoteejee | • | • | • | • | | Iallia. | | |
| ч. | lharela Suttajce. | • | • | • | • | -1 | llurmuteea. | | |
| 11: | hareja Khengarjee | | | • | • | ٠. | V | | |
| çı. | hareja Jehajre hareja Ramsingjee | | | • | | - 1 | Kotaree. | | |
| 11 | inareja Kamsingjee | | | • | • | - 1 | Arr ba. | | |
| ш | harela kheemajee | | • | • | • | ٠, | Lodeka | | |
| 11 | lhareja Dewajce Jhareja Morjee | • | | • | • | | Paal. | | |
| 11 | Inareja Morjee | | | | - | • | Gourcedur | | |
| ıΝ | Ihareja Dossajee | • | • | ٠ | • | ٠. | Kolaria. | | |
| 11 | Jhareja Khanjee | | • | • | | • | Wudalee. | | |
| ŧ١ | | | | • | • | | Veerwa, | | |
| п | Iharejas Khanjee and Bhanjee | ٠ | • | • | • | • | Gudka. | | |
| ш | Jhareja Rai Sing | • | | | | • | Shapoor, Kangseealor, | | |
| - 51 | Iharejas Raujee and Hudoojee | | • | | • | • | Kangsecalee. | | |
| - 11 | Jhareja Phoolice | • | • | | | • | 3 | | |
| 11 | Jhareja Salleyuljee | | ٠ | • | • | | II _ | | |
| ۲ (| lharela Raebice | • | • | • | • | • | Drappa. | | |
| - ! ! |]hareja]ejce Rasanjee]hareja Ramsingjee | ٠ | • | | • | | ! ! | | |
| , u | hareja Kamsingjee | • | • | • | • | | !/_ | | |
| 2 |]harejas Maroojee and Kooer | Usaje | | | • | • | Raypoor; the Bha of Kotara Sangane | | |
| 3 | Јћагеја Випајсе | • | • | | | | Barwa. | | |
| ٠. | Jhareja Samutjee | • | • | | ٠ | | Mengnee, | | |
| (| lhareja Phoolajee | • | • | • | • | | D . | | |
| 53 |]hareja Dadajee hareja Soojajee bareja Mukunjee | | • | ٠ | | | Seesang. | | |
| ~1 | inareja Soojajee | • | • | | | | Coctoming. | | |
| ,٠ | inareja mukunjee | • | • | ٠ | | • | 12 | | |
| 6 | Jhare as Pemjee and Wagjee | • | • | • | | | Dedee Molec | | |
| 7 | Jhareja Soorajee | • | • | | | | Kuree and Vecrpoor | | |
| 1 | Jhareja Kana Mooloo | • | • | • | | | is . | | |
| ı | Jhereja Kana Mota | • | ٠ | | | | 11 | | |
| 181 | Jhareja Kana Hookajee | • | • | • | | | Salodur Wowree. | | |
| -1 | Ihareja Kana Rokajee | • | • | • | | ٠ | II CANOTHE TOWNER. | | |
| i | Jhareja Kana Puchanjee | • | • | • | | | l l | | |
| ٠, | Jhareja Kana Nuthoojee | • | • | • | | | 1- | | |
| 19 | Kooer Saliajee | | | • | | | 1 | | |
| 20 | Rana Sirtanjee and Kooer Ha | најее, | JCIW. | as . | | | Porebunder, | | |

(Sd.) A. WALKER, Resident.

No. XX

RENEWED ENGAGEMENT against INFANTICIDE entered into by the JAM of NOWANUGGUR on the 25th February 1812.

ENGAGEMENT passed by JAM JESSAJEE of NOWANUGGUR to SHREEMUNT RAE SHREE SENA KHAS KHEYL SHUMSHER BAHADOOR, and the HONQURABLE EAST INDIA COMPANY BAHADOOR, dated Falgoon Soodh 13th, Sumwut 1868 (A D. 25th February 1812.)

From the commencement it was a custom in our Jhareja caste not to preserve the lives of daughters On this both Governments, after expounding the Shaster on this subject, and pointing out to us the way of the Hindoo religion, stated that it is written in the " Brumhu Vywurtuk Pooran" (a sacred work) that whoever commits this act his sin is great, equal to "Gurbhu Hutva" (killing an infant in the womb), and "Bramhu Hutya" (killing Brahmin), so that killing a child is equal to killing 100 Brahmins. but in this act two sins are committed, vis, that of killing woman and child The punishment written for this sin is that the person who commits it will remain in "Ruyruwadik Kuth Soothul Nurk" (name of a particular place in hell) for as many years as there are hairs on the person of the said woman. after which, when he is born again, he would become a "Koreea" (leprous). and be subject to "Puksh Ghat" (paralytic stroke) Both Governments said this to us according to the Shaster, in which, the year Sumwut 1861 (AD 1808), I, my brothers, nephews, &c, all the Jharejas of my talooka, passed a writing to the Sircar, binding ourselves not to kill daughters. To enquire about this a person lately came to us from the Sircar, and we wrote a reply and sent with him The Sircar again, in the year Sumwut 1868 (AD 1812), required me to pass this agreement and I do hereby state that out of deference to the Hindoo religion, I and my posterity, vis, sons and grandsons, and my brothers and nephews, and all, bind ourselves in perpetuity that henceforward we shall not do this act, if we do, we shall be considered offenders against the Sircar If in future any one of our caste people commits this act, and if it shall come to our knowledge, we shall, after expelling him out of caste, make him answer for his sin, and according to the will of the Sircar Perpetual securities, given for the fulfilment of the above writing, are Bharote Meroo Mehta of Veerumgaum, and Bharote Ramdass Nuthoo of Julsum who shall be answerable for it This is a true writing

Dated Summut 1868, Falgoon Soodh 13th, corresponding with the 25th February AD 1812

We Bharote Meroo Mehta of Veerurgaum and Bharote Ramdass Nuthoo of Julsum pergunnah Petland do herebs state that we sha'l abide, and cause them to abide also by the above writing, and we ourselves shall be answerable for it

Marked v. of BRIGAROTE MERCON MERITA. Marked x of BUAROTE RANDASS MILHOO

No XXI.

TRANSLATION of a LETTER from JHAREJA SOORAJEE of RAJKOT, to J. P. WII LOUGHBY, ESQ., POLITICAL AGENT, dated Shrawun Vud 10th, Sumwut 1802, corresponding with 18th August A.D 1835

Your letter of the 20th June has been received. You have therein written that I am to pay a fine of Rupees 12 000 My circumstances are insufficient to enable me to pay this sum at once I beg therefore you will do me the favour to settle some way in which I can do it You have further written that I am to inform you beforehand of births likely to take place in my family This is well, and I shall do so In regard to your request that I should furnish security to abstain from the custom of putting my daughters to death in future. I beg to state that I am determined to renounce the My possessions are entirely under the Sircar, but if, notwith standing this, you should wish me to give security, I shall duly furnish the same I have, agreeably to your orders, banished Mehtas Bulwant Joeta, and Dulputram Kooshall from my talooka. In respect to Patel Lukmon's mother and the other persons who gave evidence in my case, or any of their relations not suffering as you have written, any harm at my hands, I beg to state that Patel Lukmon is as a son of the Durbar, and there is no one higher in its estimation than he is I have, notwithstanding, this day called him into my presence, and spoken to him in terms of encouragement and confidence before four Sowkars and two other persons, whom I had summoned on the occasion The proclamation regarding the daughters of lhareras, which you have transmitted, has been received, and I shall take the measures it directs Whatever the Sircar does is designed exclusively for our good, and I am therefore obedient to its wishes I beg you will fix some way in which I can pay the fine imposed on me and withdraw the attachment on my talooka The character of my place depends on the Sucar

Rajah Chundersingtee of Wankaneer writes as follows -

Whereas the Jhareja people formerly put their daughters to death, thereby committing a sin of great enormity, and Colonel Walker, in

Sumwut 1864, caused them to enter into engagements to abandon the inhuman custom and preserve their female offspring for the future but notwithstanding this the Chief of Rajkot Sirdar Ihareja Soorajee, disre garded and broke this engagement and put a daughter to death, which case of infanticide was investigated in the month of October 1834, and the crime proved by means of witnesses it therefore became necessary to call upon him to furnish security that he would not commit such a dreadful deed in future and he has named me I therefore agree to become perpetual security for him, and accordingly execute this writing, to the effect that Jhareja Soorajee shall inform the Sircar whenever the birth of a child may be expected in his family, and that he shall never injure or threaten Patel Lukmon's mother, or any other people or their relation he who may have given evidence in the case of infanticide against him that he shall act agreeably to, and maintain the engagements formerly effected by the Sircar for the preservation of the daughters of Jharejas, and the proclamation, dated 22nd November 1834, issued on the same subject and that Jhareja Soorajee shall punctually inform the Sircar of any breach of these engage ments which may occur within his talooka. I have become security for him in case he may not inform the Sircar of any case of infanticide coming within his knowledge or uphold and maintain the engagements for the abolition of this hornd custom and am therefore bound to see the same done, and responsible to government for any breach that may hereafter arise

This writing is duly signed, Ashad Soodh 15th, Sumuut 1891 (corresponding with 6th October A D 1835)

(Sd) JHALLA CHUNDERSINGJEE, and for him by KOOER WUKUTSINGIER

Similar security from the Chief of Kotra Sangana

No XXII

RULES for the SETTLEMENT of CLAIMS of SUBORDINATE
BHAVADS and MOOLGIRASSIAS of KATTYWAR STATYS,—
1873

A survey and settlement of lands and settlement of other rights belong ing to Bhayads and Mooligurassas will be made by the Durbars by means of their own officers. To ensure uniformity and greater skill in decision, a General Superintendent of these surveys will be appointed and paid for by the Durbars. The survey and settlement will be proceeded with and completed with all possible despatch. Quarterly progress reports will be

submitted to the Rajasthanik Sabha, by whom they will be forwarded to Government through the Political Agent

- 2 As a record of the surrey and settlement in each State, a Register shall be prepared in triplicate, subject to the arrangements heremafter described. One copy will be preserved in the records of the State concerned, one copy will be preceded by the Rajasthanik Sabha, and one copy will be placed in the Agency records. The Durbars will furnish to the Bhayat or Moolgirassia concerned a certified copy of the entry regarding his folding:
- 3 Where there is no dispute about arrears or dues to the Durbar, or when the Bhayad or Mooligrassa agrees in writing to the settlement offered by the Durbar, an entry to that effect shall be made in the register. The Rajasthanik Sabha shall, by calling before them the parties concerned, or by other proper means, satisfy themselves that the settlement has been duly understood and freely agreed to, and shall then sign the entry in the register, and no further proceedings shall be allowed. A quarterly progress report of such entries having been signed will be made to the Political Agent for his information.
- 4 When at the time of survey and sattlement the Bhayad or Modernassia declines to accept the terms offered he shall give the Durbar officer a memorandum of his claim, which the Durbar shall dispose of in the first instance noting the fact of the objection. The Durbar officer will immediately send to the Rajasthanh. Sabha copy of his decision.
- 5 If dissatisfied with the decision of the Dilbar the Bhayad or Moolgrass may, within a period off innety (90) days (exclusive of the days occupied in firmshing him with a copy of the decision), present a petition to the Rajasthanik Sabba, showing distinctly what he claims, and the Sabba shall enquire into and dispose of the petition according to these rules. For special and sufficient reason the Sabba may extend the above period
- 6 The Rajasthanik Sabha shall be composed of a President and two Members —
- I —The President shall be appointed by Government from among such persons as the Durbars shall propose. Should none of the persons proposed meet with the approval of Government, the Durbars will be informed and requested to submit other names within a reasonable time. If they fail within a reasonable time to submit a list, which shall be approved, Government may appoint
- 11—The Durbars will submit twelve names of persons suitable to be members of the Rayasthank Sabha, and out of these Government will select six members. The President of the Court will call two out of these selected six from time to time to six with him at the trial of cases. Either party to a case may object to one of the members called, and the President will substitute another for him

III —All cases brought before the Rajasthanik Sabha shall be heard by the President and two members But if upon any point whatever the President and the two members differ in opinion as to the decision which should be passed, the Political Agent, who for the case in question will be the chief President, shall decide which of the opinions shall be the decision of the Rajasthanik Sabha

7 The persons entitled to have their claims of the kind described in paragraph 8 heard and disposed of by the Rajasthanik Sabha are—

I.—Bhayads | II.—Moolg rassias

By the term Woolgrassia is meant the original proprietor or the descendant of the original proprietor of a village or villages, or portion of a village or villages, with oas made over a village or villages, or portion of a village or villages, or a portion of this ancient rights over a village or villages, or portion of a village as Moolgrassia to the Chief, retaining to himself another portion or certain rights therein

Within the term Moolgurassia shall also be included, for the purpose of the proposed arrangement, Girassias holding or claiming to hold rights which in the judgment of the Rajasthanik Sabha are similar to those of the Mool-

girassias

The claims of persons (not being Bhayads) holding or claiming to hold rights on account of Chakaryat (in consideration of service to be rendered), on account of Pharmada (under a grant for religious purposes), and no other personal tenures which in the judgment of the Rajasthanik Sabha are similar to those set forth in this province, shall not be heard by the Rajasthanik Sabha, but shall be heard by and disposed of by the Dubar Courts

The claims of mortgagees, sub tenants, or assignees of Bhayads or Moolgirassia shall not be heard by the Rajasthanik Sabha, but shall be heard

and disposed of by the Durbar Courts

8 The Rajasthank Sabha shall, subject to the huntations contained in paragraph 7, have jurisdiction in Girass cases brought before them by Bhayads and Moolgirassias when the dispute is between the Bhayad or Moolgirassia on the one part, and the Durbar on the other part. But when at the time of the survey and settlement a dispute arises in which the Durbar is not a party, is for example between a Moolgirassia or a Bhayad on one side, and another Moolgirassia, Bhayad, or other person, on the other side, the settlement will be effected by the officers of the Durbar, and if either party is dissatisfied, he shall be left to make his appeal in the ordinary Durbar Court, or in the third or fourth class States when the claim may be beyond the jurisdiction of the Durbar, it may be made in the Agency Court. Such cases shall not be heard in the Rajasthank Sabha.

Provided always that the Rajasthanik Sabha shall have jurisdiction in an case in which the elimant establishes to the satisfaction of the Rajas-thanik Sabha that the Duthar or a principal officer of the Duchar have a substantial interest in the case whether immediate or contineent

- 9 The onus of proving that a complainant is a Bhavad or Moolgirassia shall rest on the claimant
- 10 The Rajasthanik Sabha shall have power at its discretion to reject or require amendment of any petition when on the face of it it appears that the claim is not within the jurisdiction of the Sabha, or is contrary to these rules
- II A fee of one half of an anna per rupee shall be paid by the complanant on the estimated value of the property in dispute The value shall be calculated at ten years income

The fee shall be refunded to the person paying it if the decision shall be given in his favour and if part of the claim only be awarded, the refund shall be in that proportion

Otherwise the fees received shall go to defray the expenses of the Sabha

12 Complaints, where the alleged dispossession of land or other rights be occurred since 1850 A D, shall be heard and disposed of whether now pending or not

Complaints where the alleged dispossession of lands or other rights occurred before 1850 A D shall not be heard, unless the case was returned to the Durbar under Colonel Keatings a arrangements in 1860.

Provided however, that where the Rajasthanik Sabha is of opinion that, for any other special and sufficient cause, complaints of dispossession of land, and other rights occurring before 1850 A D should be heard, it shall have discretion to do so Provided that a previous complain that been made and that the dispossession has occurred after 180 A D

- 13 No case in which Government or the Political Agency has passed a decision or in which a settlement has been made by the free consent of both parties, or by a Punchayet appointed by both parties, shall be reopened
- 14 The Rajasthanik Sabha shall be guided by the Mulk Shensta and by local usage
- 15 The Political Agent shall in conjunction with the President of the Rajasthamk Sabha, and two of the six selected members, named by the Durbass, frame subsidiary rules for the procedure of the Rajasthanik Sabha, subject to the approval of Government
- 16 On the consent of both parties the Rajasthanik Sabha may refer matters for the decision of a Punchayet
- 17 All previous records relating to any case before the Rajasthanik Sabha may be taken as evidence, the value or weight of such evidence being estimated by the Sabba.
- 18 When the Rajasthanik Sabha has passed a decision, an entry in accordance with such decision will be made in the register, and will be signed by the Rajastha'tk Sabha.

Part I

- 19 Professional Vakeels will be admitted at the discretion of the Sabha, but costs will not be allowed
- 20 The decasion of the Rajasthanik Sabha shall have the same finality in cases heard under these rules as those passed by the Taloakdare Courts in ordinary cases. There shall be no appeal from the Rajasthanik Sabha to any Agency or other Court but its proceedings shall be subject to the general control of the paramount power everased through the Political Agent in Kattywar and the decisions of Rajasthanik Sabha shall be upheld by the same authority.

SUPPLEMENTARY RULES

- I The Rajasthanik Court to have the powers of a Political District Court as regards the causes triable in it. The President will at his discretion impose Mobisuls to ensure attention to the orders and processes of the Court, and may otherwise assert its position by the means open to a District Civil Court. Mobisuls should be sent on Durbars where they are in fault, and through the Durbars where their subjects are concerned.
- 2 Mohsuls imposed by the President to be credited to the Sabha in the Treasury Accounts. The Political Agent to be moved to allow an account to be kept in his Treasury.
- 3 When in the opinion of the President it may be necessary he may associate with himself either one or two chief. Karbhanes in the place of a member or members of the Court.
- 4 The Court will notify to the Political Agent its terms of sessions and vacations

By order, &c,

Bombay Castle, The 26th August 1873 (Sd) C GONNE

Secy to the Gost of Bombay

No XXIII

RULES for the SETTLEMENT of GARAS cases ARISING IN TALUKAS below CLASS IV

Definitions

I For the purposes of those rules Garas cases are these arising out of
Garas Cases.

disputes relating to land or other rights
between Mulgarasias or Bhayats on the one
side and Talukdars or Shareholders in co shared estates on the other

- 2 By the term Mulgarasia is meant the original proprietor or the descendant of the original proprietor of a
- village or villages or portion of a village or villages who has made over a village or villages or portion of a village or villages or a portion of his ancient rights over a village or villages or portion of a village or villages as Villagrasia to the Chief, retaining to bimself another portion or certain rights therein

Within the term Mulgarasia shall also be included for the purpose of the proposed arrangement Garasias holding or claiming to hold rights which in the judgment of the Court are similar to those of Mulgarasia.

- 3 For the purposes of these rules a Bhayat is a cadet or the descendant of a younger branch of the Talukdar's family, where the estate follows the rule of primogeniture
- 4 The word "Court ' means the Judicial Assistant sitting with two assessors The Judicial Assistant shall try with the assistance of two experienced revenue officials to be selected by him from a list of State officials approved by the Political Agent, and
- who shall be unconnected with the parties to the dispute

 5 In estates which follow the rule of primogeniture, disputes between

 "Score of the Poles" the Bhayats or Vulgarasias on the one hand
- "Scope of the Rules" the Bhay als or 'lulgarasias on the one hand and Darbars on the other will be heard under these rules, while in those estates which do not follow the rule of prinogeniture the claims of 'Mulgarasias' only will be heard under these rules as acanist the Shareholder
- 6 These rules do not apply to dispates between Shareholders inter as in co-shared estates. Nor do they apply to disputes between a Bhaşat or Mulgarasia on the one part and a Bhaşat or Mulgarasia or other person on the other part, which shall be disposed of by the ordinary Court, provided always that these rules shall apply to any case in which the claimant establishes to the satisfaction of the Court that the Talukdar or one of his principal officers has a substantial interest in the case, whether immediate or contingent
- 7 The claims of persons (not being Bhayats) holding or claiming to hold rights on account of "Chakarat" (in consideration of service to be rendered), on account of land in consideration of past service or under grant or gitt), on account of Dharmada (under a grant for religious purposes), and on other personal tenures, which in the judgment of the Court are similar to these set forth in this rule, shall not be heard under these rules, but shall be heard by and disposed of by the ordinary Courts nor shall this can be suffered by the ordinary courts of the court of the cou

8 The onus of proving that a complainant is a Bhayat or Mulgarasia will rest on the claimant

Procedure,

9. The above cases will be heard and disposed of in the following manner --

The survey of the holdings of the Bhayats and Mulgarasias shall be made by the Superintendent of Kathiawar Surveys at the cost of the parties and under the same rules as obtain in the Rajasthamk Court Survey, and a map thereof sent to the Judicial Assistant

- (a) Where there is no dispute about areas, the Judicial Assistant shall summon the parties and satisfy himself that they understand and agree to the map, a copy of which shall then be supplied to each of the parties and a third copy filed in the Agency records, together with a register of the lands, a remark being entered on the map in the hand and under the signature of the Judicial Assistant that the parties had appeared and accepted it.
- (b) Where there is a dispute regarding the land, the Survey Superintendent shall forward with the map of the disputed land the field books and all the necessary information to the Judicial Assistant (furnishing each party on application with a copy thereof), who shall then call upon the Bhayat or Mulgarasan to file a statement of his claim. Should the matter in dispute be within the civil jurisdiction of the Talukdar, the case shall be forwarded to the Talukdar for disposal, subject to appeal to the Agency, otherwise the Judicial Assistant shall proceed to dispose of it on the Original Side.
- 10 In regard to claims other than land the Judicial Assistant shall call upon each side to submit a statement of their rights and compile therefrom a hak patrak, which shall be forwarded to the Darbar with a view to the latter offering the Mulgarasia or Bhayat a settlement. Should the settlement not be accepted, the Court will proceed to hear the parties and pass an award on each tem of the hak patrak.
- 11 The Judicial Assistant may reject or require any petition to be amended when on the face of it it appears that the claim is not within the Court's jurisdiction or is contrary to these rules
- 12 If the Bhayat or Mulgarasia shall be dissatisfied with the settlement of the land case or other rights recorded in the hak patrak by the Talukdar he shall appeal to the Judicial Assistant within a period of 90 days from the date of the award or offer of settlement of the Talukdar, and the Judicial Assistant shall proceed to inquire into and settle the dispute as hereinafter provided.
- 13 Should the President and the Assessors be unanimous in deciding the cases referred to in Rules 9, to and 12, the former shall record a decision with the reasons on which it is based and submit it to the Political Agent, whose countersignature thereon shall give it the force of an award

26 When a case is amicably settled before issues are framed, refund of half the fees may be made at the discretion of the Court

No. XXIV.

CONVENTION for securing efficient co-operation among the STATES of KATHIAWAR in the suppression of dacoities and other serious crime,-1890.

- 1 A Police officer of the Police force or Sibanui of any State holding a Parwana or Sanad of his State, may in the limits of any other State arrest any outlaw, murderer or dacoit, whose name is published in the Darbar Gazette of any State, or in the Kathiawar Agency Gazette Such notified criminal shall be at once taken to the village in whose limits he was arrested and the matter reported to the Police Patel or other Police officer to whom a receipt for the offender shall be given, and the offender shall then be taken away and handed over to the State in whose limits he committed the offence The officer effecting the arrest may be an officer of any State and not necessarily that of the State in which the offence was committed. In either case the Police of the State in whose limits the offender is found is bound on requisition to assist the Police of any other State in effecting the arrest any Police of the State in which the arrest is made are present, they shall, if necessary, hold the offender in custody and the Police of the other State shall be bound to help them pending the arrival of an escort from the former State Such State shall hold him in safe custody until the Police of the State in which the offence has been committed receive charge of him in due The officer effecting the arrest, as well as the State in whose limits he is found, shall give information of the arrest to the State in which the offence has been committed The cost of maintenance and transit will in all cases be borne by the State in which the offence was committed 2 Any officer not below the rank of a Foundar may arrest, wherever
 - found, any person accused of an offence i. Murder.
 - 2 Grievous hurt by dangerous means and weapons. 3 Robbery
 - 4. Daco ty
 - 5. Outlawry.
 6 Retaining or receiving stolen property obtained by the commission of tobbery or daco ty
 - 7 Misch ef by fire 8 House breaking in order to
- noted in the margin committed in the limits of the State in which he (the Fourdar) may be serving If the offender is a foreigner to the State in which he is arrested, he shall be carried to the nearest Police officer. the arrest reported, and a receipt shall be given by the officer effecting the arrest, who may then take away the offender If,

however, the offender is claimed to be an inhabitant of the State in which he is arrested, he shall be taken to the

nearest Police officer of that State and handed over to him, and a receipt taken The offender shall then be detained for one month in custody, or on

- reasonable bail, which bail shall be forfeited to the State releasing the offender on bail, if he (the accused) does not answer to his bail, within which time the
- * It is optional with the State in Karbhari of the State in which the offence is at exterior particular than although he be a subject Karbhari of the State in which he was arrested *
- 3 A Karbhari shall be entitled to demand such an offender, if a prima facte case is made out before a Nyayadhish and approved by the Karbhari The papers of such prima facte case need not be sent when the offender is demanded, but the request of the Karbhari shall be sufficient
- 4. No offender so handed over shall be kept in confinement or on bail or more than one month unless an extension which should not exceed a further period of another month is asked for and granted before the expursion of the first month. Tailing the offender being demanded within such time he shall not be subject to a scond arrest, but he must be asked for under the provisions of rule 3.
- 5. Any officer not below the rank of Fouydar, with a narrant of a Magystrate of his sown State, or any Police officer in charge of a pursuing party in bot pursuit of dacouts, without a narrant, may enter the limits of any State and may require the Police Patel, or other Police official, to permit him the presence of himself and a Panich to search any house for stolen property. Such property found as may reasonably be presumed to correspond with the stolen property, a list of which under the Magystrate's signature, if the demand is made under a warrant, shall be produced for comparison, may be taken away for identification, a correct list of, and recept for, it being given the stolen property is not recognized within 30 days, or, it is appears that offence in reference to such property has been committed, it shall be returned forthwith
 - 6 When stolen property is found in the possession of a person by the Police of any State, they may arrest such person, and hand him over to the Police of his own State, and for his extradition a primd facts case shall be made out, which shall show that there are reasonable grounds for supposing that the property found in his possession was obtained by the commussion of an offence in respect of such property, within the limits of the demanding State
 - 7 Every State shall publish in the Agency Gazette a monthly descriptive for lot any person or persons who may be wanted by the Police of that State on a charge of murder, daconty, or outlawry Such lists shall be regularly furnished to all other States
 - S Any person, not being a member of the Police but possessing in his capacity of detective a pass signed by the Superintendent of Police of his State, shall be entitled to demand help from all officers of other States in the execution of his duty in the same manner as if he were a member of the Police force of such other State
 - 9 If a reward is offered for the apprenhension of any offender, and he is arrested in the limits of another State, and if the Police, village or

regulars of that State have joined in the capture, the reward shall be equally distributed between them and the Police of the State who are in pursuit.

10 Prisoners escaped from the custody of a State, and taking refuge in another State, may be arrested, wherever found and after reporting the matter to the Police Patel of the village in whose limits he was found, he may be taken away

List showing the names of States from Class 1 to 4 who have signed the Convention for the suppression of dacoities and other serious crime in Kathianar

| Names of States. | Names of States, | | | | |
|--|---|--|--|--|--|
| First Class. | Third Class | | | | |
| 1. Junagad. 2. Navanagar. 3. Bhavnagar. 4. Porbandar. 5. Dhrangadhar. 6. Ntoru. 7. Gondal. | 15 Than Lakhtar. 16 Saela. 17 Chuda. 18 Vala 19 Jasdan. 20. Manavadar. | | | | |
| Second Class. | Fourth Class. | | | | |
| 8, Vankaner. 9, Palitana 10. Dhrol 11. Lumbdi 12. Rajkot. 13 Wadhwan | 21. Lath. 22. Muli 23. Bajana. 24. Virpur. 25. Mahan 26. Kotda Sangai. | | | | |

KATHIAWAR POLITICAL AGENCY, RAJKOT, 16th August 1890.

14. lafarabad (lanura).

E C. K. OLLIVANT. Political Agent.

27. Jetpur Vala Laxman Meram. 28 Jetpur Vala Surag Ganga. 29 Jetpur Vala Kala Devdan

30. Paidi 31. Gidad (Bantwa)

No. XXV.

To Shree Sircar Captain Barnewell, Political Agent in KATTYWAR, on behalf of the HONOURABLE COMPANY,-1821.

To wit,-The Dewan of Talooka Nowanuggur, Mehta Motiram Samulice, writes that a store has been established at Ranpore since 154 February A.D 1821, corresponding with Summut 1877, Pous Wud 14th Draft of a proclamation has also been furnished to me, directing that those who wanted opium for retail sale within this talooka should purchase the same from that store. The proclamation in the prescribed form will be published in the town and villages of the pergunnahs for the information of the people at large. If any one requires any opium for retail sale he will be furnished with a letter, and sent to the Government store to purchase it If any one purchases any opium from any place other than the Government store, or if any one sells it, or brings it from other countries, the fact shall be reported to Government immediately, and the opium appearing to be other than of the Government store drug shall be confiscated by Government, one third of it shall be paid to the informer, and the remaining twothirds to the talookdar within whose limits it was seized. Should it be confiscated within my territory government will be pleased to make over the same to me

Sumant 1877, Pous Soodh 8th, Thursday, 11th January A.D. 1821.

(Sd.) MOTI SAMULJEE

Letters to the same effect as the preceding, addressed by the undermentioned Chiefs, are also forthcoming -

Date of letters.

| 1, Rana Shree Kheemajee of | Sumwut 1877, Pous Soodh 3rd (7th January 1821) | | |
|--|--|--|--|
| 1, Rana Shree Umersingjee, Drangdra | zemindar of talool | Sumwut 1877, Magh Wud 1st (17th February 1821) | |

1, Maharana Pratheeraj, zemindar of Than Lukhtur

(Sumwut 1877, Pous Soodh 14th (17th January 1821)

1, Mulck Bawa Meean, Mulck Chandajee, Mulck (Sumwut 1877, Magh Largee, Mulck Dullagee, and the Dussareas jointly, remindars of talooka Dussara

Wud 1st (17th February 1821) Sumwut 1877, Magh Wud 1st (17th

1. Mulck-Duria Khan of talooka Bujana

February 1821) (Sumwet 1877

1, Puthoojee, Koombhajee, Geerdhurjee, and Khanajee, zemindars of talooka lhinjoowara

(1820 21)

t, Mulck Bapjee, zemindar of talooka Wunode

Sumwut 1877, Magh Wud 1st (17th February 1821)

1, Jadeja Mooloojee of talooka Veerpore Khureree, 18th January

- 1. The undermentioned Zemindars of the Talookas in Kattywar have signed one joint letter, dated 18th January -
 - 1 Wala Vicumsee Jethanee and others of Jaitpoor Cheetul
 - 2 Khachur Chella Wajsoor of Jusdhun 3 Khachurs Ogur and Moka, sons of Wajsoor, of Khumbhala

 - 4 Khuyur Sadool Loona of Soodamra, signed on the 10th January
 - 5 Wala Hursoor Hathia of Bhulgam
- t, Guzuffer Khan, Mahomed Khan, and Unwur Khan } 18th January. of Batwa

TRANSIATION of a NOTIFICATION sent by CAPTAIN BARNE-WELL, POLITICAL AGENT IN KATTYWAR, to the CHIEFS of the Province of Kattywar, for Publication within their RESPECTIVE TERRITORIES, with the endorsement of some consenting to act accordingly

Shree Durbar proclaims to all the people that Captain Barnewell, the Political Agent in Kattywar, has sent us a notification, which is published for your information

The Political Agent will address a perwannah to me about the Showkar's opium passing through my territory, which will contain the quality and quantity of the opium, and whether it is contained in baskets, leather pots, boxes or carts, as also the place where it will be stored

A register containing the names, etc., of the persons who bring onium to my town and villages dependent to it and sell it, and of the purchasers, should be kent. On enquiry by Government, should any one fail to produce a regular register, or if any one conceal the real amount sold, a duty, at the rate of one Rupce per each seer short, will be charged and recovered from the dealer

The duty on the opium covered by a pass will not be much arrangement has been made by Government with a view to prevent onium being exported at any of the seaports

Should any opum be brought on carts, camels, bullocks, vessels, or by any other conveyance without a pass, the opium, with the conveyance, will be confiscated in payment of the fine. A third part of it will be paid to the person who causes it to be seized, or who points out the smuggler with certainty, and the remaining two parts will be paid to the Talookdar or Zemindar of the place where it was seized, and if it be seized within my talooka the same will be given to me

Should any person keep or cause to be kept concealed any opium which has been smuggled as above, the opium will be seried for the offence, and

an amount double its value will be recovered from 1 im as fine. A third part of the whole will be paid to the informer, and the remaining two parts to the Talookdar or Zemindar in whose limits it may be serized. If it be discovered within my territory, the same will be paid to me

Sumaut 18,6, 2nd Jesht, Wud 9th (4th July 1820)

Endorsements below copies of the draft proclamation or letters contain-

WINNER

 Proclamations to the above effect will be promulgated within my territory and arrangements about opium made accordingly

(Sd) THALLA TALLUMSINGTEE

Sumant 1876, and Fesht, Wud oth (ath Fulv 1820)

LIMRER

Arrangements will be carried out in conformity to your letter which has been received

(Sd) JHALLA HURER SING,

In the handwriting of NUTHOO JEEVUNGAM

Summut 1876, 2nd Fesht, Wud oth lath Fulv 1820)

GONDIN.

Government having sent Mehtas to make arrangements about opium to Gondul, Dhorajee, and Oopletta, I agree to act as above

Mark x of Jadeja Shree Chundrasingjee

Summut 1877, Magh, Soodh 5th (7th February 1821)

TRANSLATION of a LETTER from JHALA CHUNDRA SINGJEE
of WANKANEER to CAPTAIN BARNEWELL, POLITICAL
AGENT IN KATTYWAR

After complements—The Sirear's Notification about opium has been teceived. I have made arrangements by your order since last year. In my toon no one has got any old opium. The quantity required up to this time.

for the talooka's consumption was obtained from the Government store at Limree Hereafter it will be fetched from Rajkot Enquiries are being made about passers-by, but as yet no one has been apprehended. Whenever any one is seized Government will be informed. Please write letters in return

Sumaut 1878, Kartick, Wud 9th (18th November 1821)

Letters to the same effect as the preceding, from the undermentioned talookas, are forthcoming —

- 1, Saela, dated Sumwut 1878, Kartick, Soodh 11th (6th November 1821)
- 1, Moolee, dated Sumwut 1878, Kartick, Soodh 13th (7th November 1821)

TRANSLATION of a LETTER from JHALA UBHE SINGJEE OF SWUSTHAN CHOORA to the address of Captain Barne-Well, Political Agent in Kattywar

After compliments—The Sircar's permanah about opium has been exceed, and wil be proclaimed throughout my territory. No one will import smuggled opium. Those who require opium will be made acquaint ed with the contents of the Sircar's permanah. In these days no one can act irregularly. Dealers sell opium by order of Government at the rate of three Rupees weight per Rupee. This is my request.

Sumout 1878, Kartick, Soodh 11th (6th November 1821)

A similar letter has been received from the Bhoomia of Wurode, dated Sumwut 1878, Kartick, Soodh 13th (7th November 1821)

TRANSLATION of a LETTER from KHACHUR CHELLA WAJSOOR of JUSDUN to CAPTAIN BARNEWELL, POLITICAL AGENT IN KATTYWAR.

After compliments—The Government Notification about opium has been received, and the contents have been made known I will make arrangements as therein directed Should I require any opium for consumption I will obtain it from the Government store at Rajkot.

Dated 1878 Kartick, Wud 5th (29th November 1821).

an amount double its value will be recovered from him as fine. A third part of the whole will be paid to the informer, and the remaining two parts to the Talookdar or Zemindar in whose limits it may be seized. If it be discovered within my territory the same will be paid to me

Sum sut 1876, 2nd Jesht, Wud 9th (4th July 1820)

Endorsements below copies of the draft proclamation or letters contain-

WIDWAN

 Proclamations to the above effect will be promulgated within my territory and arrangements about opium made accordingly

(Sd) THALLA TALLUMSINGIES

Summut 1876, and Fesht, Wud 9th (4th July 1820)

LIMBER

Arrangements will be carried out in conformity to your letter which has been received

(Sd) JHALLA HUREE SING,

In the handwriting of NUTHOO JEEVUNRAM

Summut 1876, 2nd Jesht, Wud 9th (4th July 1820)

GONDUL

Government having sent Mebtas to make arrangements about opium to Gondul, Dhorajee, and Oopletta, I agree to act as above

Mark x of JADEJA SHREE CHUNDRASINGIES

Summut 1877, Magh, Soodh 5th (7th February 1821)

TRANSLATION of a LETTER from JHALA CHUNDRA SINGJEE of WANKANEER to CAPTAIN BARNEWELL, POLITICAL AGENT IN KATTYWAR,

After compliments—The Sircar's Notification about opium has been received I have made arrangements by your order since last year. In my town no one has hot any old opium. The quantity required up to this time

for the talooka's consumption was obtained from the Government store at Limree Hereafter it will be fetched from Rajkot Enquires are being made about passers-by but as yet no one has been apprehended. Whenever any one is seized Government will be informed in return.

Sumant 1878, Kartick, Wud 9th (18th November 1821)

Letters to the same effect as the preceding, from the undermentioned talookas, are forthcoming —

- 1, Saela, dated Sumwut 1878, Kartick, Soodh 11th (6th November 1821)
- 1, Moolee, dated Sumwut 1878, Kartick, Soodh 13th (7th November 1821)

Translation of a Letter from Jhala Ubhe Singjee of Swusthan Choora to the address of Captain Barnewell, Political Agent in Kattywar

After compliments—The Sircar's perwannah about opium has been received, and will be proclaimed throughout my territory. No one will import smuggled opium. Those who require opium will be made acquainted with the contents of the Sircar's perwannah. In these days no one can act irregularly. Dealers sell opium by order of Government at the rate of three Rupees weight per Rupee. This is my request.

Sumwut 1878, Kartick, Soodh 11th (6th November 1821).

A similar letter has been received from the Bhoomia of Wurode, dated Sumwut 1878, Kartick, Soodh 13th (7th November 1821)

TRANSLATION of a LETTER from KHACHUR CHELLA WAJSOOR of JUSDUN to CAPTAIN BARNEWELL, POLITICAL AGENT IN KATTYWAR.

After compliments—The Government Notification about optum has retrieved, and the contents have been made known. I will make arrangements as therein directed. Should I require any optum for consumption I will obtain it from the Government store at Rajkot.

Dated 1878 Kartick, Wud 5th (29th November 1821).

Letters to the same effect as the preceding from the undermentioned Girassias, are forthcoming -

| rassias, are forthcoming - | |
|---|--|
| 1, Jhala Jeevunjee etc. of Chuchana | Sumwat 1878 (4.0 1821) Kartick Wud 7th |
| 1 Jhala Nuthoobhae and Kurunbhae of Pulalee | Sumwut 1878 (* 2 1821) Kart ck Wud 11th |
| 1 Jhala Agar Singh of Kurmur . | Sumuut 1878 (4.0 1821) Kartick Wud 4th |
| s Bhambhla Kadoo Jwa of Bharejra | Sumwot 1878 (1.5 1821) Kart ck Wud 11th |
| t Kurpra Mooloo of Rampur | Summut 18 8 (AD 1821) Kart ck Wud 13th |
| t, Rae Saukice Desaechhae Ramdass | Sumwut 1878 (s.B 1821), Kartick Soodh 13th |
| 1, Khachur Rama Mooloo and Oonur of Pal ad | Sumaut 1878 (a.D 1821) Kartick Wud 2nd |

TRANSLATION of a LETTER to the address of SHREE SIRCAR
CAPTAIN BARNEWELL, POLITICAL AGENT IN KATTYWAR,
on behalf of the HONOURABLE COUPANY BAHADOOR

To wit.—Purmar Bunney Singh and the other brothers of Wooppur, only beg to submit their respectful compliments and to represent that your perwannah about making opium arrangements has been duly received for our consumption will be obtained from the government store. Should any one carry any opium without a government passport we will apprehend him and communicate the circumstances to government. Thus is the petition, dated Samwut 1878, Kartick Wud ith Tuesday (20th Aovember 1821)

(Sd) PURMAR BUNNEY SING

In the handwriting of JHALA MALLAJEE

Similar letters have been received from the undermentioned Girassias, - --+ f--(1, ----) to those nemae

| ited | as se | t torth opposite their | nam | es | | | | | |
|--|---------------------------------------|---|--|--|---------------------|-------|---|---|---------------|
| ı, | Jhala | Bechurjee of Wunna | • | | • | | | | (a.d Soodh |
| 1, | " | Kussyajee of Oontree | ٠ | | • | | . Sumwut | | (A D Soodh |
| 1, | ** | Nagjee and Kandhabbha | e of C | Gerree . | • | | . Sumwut | 1878 Kartick | (A.D Wud |
| I, I | # # # # # # # # # # # # # # # # # # # | Jalumsungse and Jivabh ethetege of Wunala Runchorge and Hallabh Nuthooge and Kanthur Chandabhae and Hurth Kusabhae, Ruttonge, an Wustage of Khumbhic Wustage of Khumbhic Ruttonge, and Attabhae Hurge of Showka Jeehsae and Bhimge of Jethbhae and Jorabhae Khumabhae of Tulsana Bhimge and Nathoobha Naghbae and ghembha Kuslabhae and Mallabh Kuslabhae and Mallabh Kuslabhae and Mallabh Fulge Bharage and Jet | e of Jac of Charles of Charles of Kurse of U | Kumalg Laliad Bhuruk abhae o akhun ulala annra huthan okawali handia Sumla | oore wa f Dur | | Ditto | ditto | |
| 1 | , ,, | Seshabhae of Julala | • | • | • | . 440 | . Sumwu 1821), 15th | t 1878 Kartick | (A D Soodh |

No. XXVI

SALT AGREEMENT signed by MARITIME STATES,-1883.

His Highness the Nawab Saheb of Junagad, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Nathiawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows -

- 1 That the production of salt in his State, as hitherto carried on, will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the province of Kathiawar
- 2 That the salt manufactured within his State shall be sea salt only,that is, salt made from sea water or brine wells as heretofore Vadagra salt shall be manufactured within his State

3 That salt may only be exported from his State by sea to some other place in his own State, and then only under special arrangements made by his State all temovals of salt by sea by private individuals from one place to another being prohibited. That fishing boats belonging to his State may ship, when leaving a place in his 'tate a quantity of salt not exceeding a maunds, to be used for bond fide fish-curing purposes. That no salt shall be imported into his State by sea from places outside Kathawar, except salt which has paid the salt tax of the British Government, and is covered by a British ravane.

4 That his administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent, to the utmost of his ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

- 5 That he will not enlarge or make any material change in the existing salt works, nor open any new nork or salt source in his State, nor permit any salt work or source to be altered, enlarged or opened, without the previous consent of the Government of Bombay, obtained through the Political Acent in Kalihawai in the State of the Government of Bombay, obtained through the
- 6 That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent, or the Assistant Political Agent and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned Offices when required.

(Sd) BAPALAL MANEKLAL,
Naib Dizan, Junagad State

Dated at Raykot, 5th July 1883 A D

Similar agreements have been passed by-

Nawanagar, Porbandar, Bhaunagar, Jafarabad, and Morvi

No XXVII.

SALT AGREEMENT signed by Non-Maritime Salt-Producing States,-1883.

The Thakor Saheb of Limbdi, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathawar so to regulate the production of salt in Kathawar for the consumption of its inhabitants that no salt produced in Kathawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows —

- t That the production of salt in his State, as hitherto carried on, will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the province of Kathaware.
- 2 That the salt manufactured within his State shall be sea salt only,—that is, salt produced from sea water or brine wells or naturally deposited as heretofore That no Vadagra salt shall be manufactured within his State
- 3 That his administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent, to the utmost of his ability, the export of salt from Kathiawar by land either into another foreign State or into British India.
- 4 That he will not enlarge or make any maternal change in the existing salt works, nor open any new work or salt source in his State, nor permit any salt work or source to be altered, enlarged or opened without the previous consent of the Government of Bombay obtained through the Political Agent in Kathawar
- 5 That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent or the Assistant Political Agent, and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned officers when required

Similar agreements have been passed by-Lakhtar, Malia, and Vala

No XXVIII

SALT AGREEMENT signed by the DHRANGADRA STATE,-1883

His Highness the Raj Saheb of Dhrangadra, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathawar so to regulate the production of salt in Kathawar for the consumption of its inhabitants that no salt produced in Kathawar may be conveyed into the British distincts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows—

1 That the production of salt in his State as hitherto carried on, will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the province of Kathaawar

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2 That the salt manufactured within his State shall be sea salt only,-

Showe by the Darbar accounts to be 40 000 manufar annually corp at the Kuda work, where the manufacture shall be restricted to the

cept at the Kuda work, where the manufacture shall be restricted to the amount heretofore produced, pending any other arrangement which may be made between the British Government and His Highness the Raj Saheb of Dhrangadra

- 3 That his administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent, to the utmost of his ability, the export of salt from Kathiawar by land either into another foreign State or into British India
- 4 That he will not enlarge or make any material change in the existing salt works, nor open any new work or salt source in his State, nor permit any salt work or source to be altered, enlarged or opened without the previous consent of the Government of Bombay obtained through the Political Agent in Katthawan.
- 5 That the salt varks and salt deposits within his State shall at all times be open to the inspection of the Political Agent, and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above men toned officers when required.

(Sd) Cooverjee Coyajee,

Divan, Dhrangadra State

Dhrangadra, 17th July 1883

No. XXIX.

SALT AGREEMENT signed by the INLAND STATES .- 1883

The Ray Sabeb of Vankaner, recognising the rights of the Paramount Power and the duty necumbent on the Chiefs of Kathware so to regulate the production of salt in Kathware for the consumption of its inhabitants that no salt produced in Kathware may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows:

- I I will make due arrangements that my State shall be supplied with sait sufficient for the consumption of the population licitly obtained from some recognized salt source
- 2 My administration will be responsible for the observance of the above conditions by all classes of my subjects. I will prevent to the utmost of my ability, the export of salt from Kathiawar by land either into another foreign State or i, ato British India.

Part I

- 3. Salt shall be sold in my State by licensed vendors only, who will procure their supplies through the Darbar only. A list of parvanas will be kept, and each licensed vendor will be required to show his books to the Darbar, whenever called on to do so, and to account for all the salt which he may have procured through the Darbar.
- 4. The stocks of salt in hand shall never exceed the quantity required for local consumption.

(Sd.) CHUNILAL SA'RA'BHA'I,

Raiket, 17th July 1883.

State Karbhari, Vankaner.

Similar agreements have been passed by-

Palitana, Dhrol, Rajkot, Gondal, Wadhwan, Sayla, Chuda, Jasdan, Manawadar (Bantwa), Gidad and Bantwa, Lathi, Muli, Virpur, Kotra-Sangani, Jetpur, Mengni, Jaha, Gawridad, Pal, Gadhka, Vasavad, Dedan, Bagasra, Vichhavad, and Kuba.

No. XXX.

SALT AGREEMENT executed by the Chief of Bajana,-1805.

The Chief of Bajana on behalf of himself and his successors recognizing the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British Districts contrary to the law of British India and to the injury of the Salt Revenue of the British Government agrees as follows :-

- 1. That he will prevent absolutely the making of salt within the limit of his State.
- 2. That he will prevent the collection or removal of salt which may be spontaneously generated in his territory save and except such quantity as may be required bond fide for consumption within the limits of his State.
- 3. That his administration shall be responsible for the observance of the above conditions by all classes of his subjects.
- 4. That he will prevent, to the utmost of his ability, export of salt from Kathiawar either into British India or into any other

VOL. VI.

Native State.

5 That he will furnish full information on all subjects connected with the production and distribution of salt in his State to the Political Agent or to any officer authorized by the Political

> (Sd) MALEK SHRI NASIB KHANJI DARIAKHANJI in the hand writing of

> > GIRIDHPRDAS MANGALDAS DESEAI, Chief Kamdar

The 5th November 1895

Agent to request it

No XXXI.

SALT AGREEMENT executed by the RAJ SAHEB of DHRAN-GADRA,-1900,

His Highness the Raj Saheh of Dhrangadra, on behalf of himself and his successors, recogning the rights of the Paramount Pover and the duty incumbent on the Chiefs of Kathawar so to regulate the production of sit in Kathawar for the consumption of its inhabitants that no salt produced in Kathawar amy be conveyed into the British district contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows—

- (1) That the production of salt in his State as hitherto carried on will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the Province of Kathian ar
- (2) That the salt manufactured within his State shall be sea salt only, that is, salt made from sea water or brine wells as heretofore That no Vadagra salt shall be manufactured within his State
- (3) In consideration of His Highness agreeing to give up the manufacture of Vadagra salt at the Kuda works, as permitted by the Agreement of 1883, he will receive from the British Government an annual amount of Rs 7,000
- (4) That his Administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent to the utmost of his ability the export of salf from Kathawar by land either into another Poreign State or into British India.
- (5) That he will not enlarge or make any material change in the exist ing sail works or open any new work or sails cource in his State, nor permit any sail work or source to be altered, enlarged or opened without the previous consent of the Government of Bombay, obtained through the Political Agent in Kathawar

(6) That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent or the Assistant Political Agent, and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above mentioned officers when recoursed

DHRANGADRA
The 1st August 1900

Signed in Vernacular, Rat Saheb of Dhrangadra

W I CUNINGHAM.

Rajkot , The 7th August 1900 J M HUNTER, Licutenant Colonel, Political Agent in Kathiasar

Approved and confirmed by the Government of India.

SIMLA , The 27th September 1900

Secretary to the Government of India, Foreign Department

No XXXII

AGREEMENT passed by the CHIEFS OF WADHWAN, LAKHTAR, BAJANA and PATRI ceding their full CIVIL and CRIMINAL JURISDICTION over the lands occupied by the Bombay, Baroda and Central India Railway,—1874.

We, the undersigned Chiefs, hereby cede to the Government of India all the civil and crimial jurisdiction possessed by us in the portions of our respective territories which have been assigned and made over by us for the purposes of the Kathawar extension of the Bombay, Baroda and Central India Rulway, to be exercised by the Government of india in the Political Department for so long as the land may be required for the Railway, and to be restored to us or our successors respectively when the land is no longer needed for the above purposes.

2 Ml Railway employés cor mitting officnces cognisable by our jurisdiction beyond the limits of the Railway line shall be apprehended and dealt with by the constituted authorities in our respective States under the advice of the officers of the Political Agency

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Chief of Wadhwau
Chief of Lakhtar
Chief of Patin

(Signed in Vernacular)
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Dated 16th December 1874

No. XXXIII

MEMORANDUM of terms of AGREEMENT for the construction of Railways in Kathiawar by the Administration of the Bhavnagar and Gondal States Approved by the Government of India in their No. 3172-R, dated 29th July 1879,

1st The Railway to be built on the metre gauge

and The Railway to proceed from Bhavangar—bifurcating into branches to Dhorap on the west, and Wadhwan on the north The terminus at Wadhwan to be in the civil station and alongside that of the Baroda Company

37d In the event of a branch Railway from Gogo to any point on the Bhavmagar line being hereafter undertaken by Government, or by a prince Company under a Government concession, the loss to the Bhavmagar State from consequent reduction in the revenue derivable from customs duties shall be one of the titens to be taken into account in prescribing the conditions on which traffic should be exchanged between the two lines and the rates to be charged for conveyance within Bhavmagar territory.

4th The Railway to be made from revenue and not from a loan

5th A Committee of Management to be appointed at once, to consist of the Political Agent in Kathawar and a representative of the Bhavbagar and Gondal States respectively

A General Manager to be appointed, who will alsofbe Engineer in Chief of the line His salary to be paid by the States of Bharangar and Gondain is such proportions as may be fixed by Government. He will act professionally under the Consulting Engineer to the Benhap Government, but not independently of the Committee of Management, to whose orders he will, in all other respects, be whote, and to whom all correspondence on processional multiers should be submutted, to admit of an expression of the Committee so pinion

6th The line to be constructed as a surface line between Umrala and 'Wadhwan, and only such bridges as are indispensable to be built at once

7th In consideration of the British Government having a voice in the

The Bhavnagar Darbar stipulate that the Managing Committee he au thorsed to mod by the regulations drawn up by Government in 1874 for the management of the metre gauge Railways so as to make them correspond with the jurisdictional rights of the State.

The Darbar des re that the r Agent Mr Manning's tender for the supply of Ralway materials should be accepted by the Secretary of State, if otherwise favourable it however only applies to the time at which it

was made
Also that rates and fares should be
levied on indeage, and not at station
to station rates

management-being allowed to fix a maximun scale of rates and fares, and to have the same privileges in regard to the carriage of troops, mili ary stores, police and mails as they enjoy with respect to the Bombay. Baroda and Central India Railway Company, and the States agreeing to conform to all the requirements of the metre gauge State Railway system-the Government of India will on their part find all the Engineering and Supervising Staff required for the construction of the Railway, including the Stores, Locomotive, Medical and Account Branches, making no charge except for their actual pay while on the works, and will also ask the Secretary of State to send out all stores

required, only levying a commission sufficient to cover the cost of extra establishment that may have to be engaged for the work. The Consulting Engineer to the Government of India will also give his advice and assistance on all matters upon which it may be asked for

8th All land to be given free of charge by the States in which it is situated

9th Bhavnagar to construct the line to Wadhwan on the north, and as far as Dhasa on the west, Gondal to complete the line from Dhasa to Dhoran

No. XXXIV.

JUNAGARH AGREEMENT relating to the CESSION of CRIMINAL JURISDICTION over RAILWAY lands,—1879.

I hereby cede to the Government of India all the criminal jurisdiction possessed by me in the lands of my territory, which have been permanently assigned and made over by me for the Kathiawar State Railway, this cession of the criminal jurisdiction aforesaid being exercised by the Government of india in the Political Department for so long as the aforesaid Janob may be required for that Railway, and being restored to me or my successors respectively when the Janob ser no longer needed for the Railway.

It is to be understood that the authorities exercising the jurisdiction coded as aforesand will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the servine of stolen property, and in view generally to the maintenance and promotion of peace and order

Dated at Junagad Palace this Samvat (Vikramant) 1936, the 12th of Kartti Sud, Tuesday (corresponding with) twenty fifth day of November of the Christian year one thousand earth thundred and seventy nine

(Signed in Persian)
MOHOBATKHANJI,
Nawab, Junagad State

No. XXXV.

BHAVNAGAR AGREENENT relating to the CESSION of CRIMINAL JURISDICTION over RAILWAY lands,—1879

I, the undersigned Maharaja Thalor Saheb of Bhas nagar in Kathawar, hereby eed to the Government of India, in the Political Department) all the criminal jurisdiction possessed by me in the portions of my territoria, which have been assigned and made over by me for the purposes of the Kathawar State Railway, to be exercised by the Government of India, mte Political Department, for so long as the land may be required for the Railway, and to be restored to me or my successors when the land is no longer needed for the above purposes

It is to be understood that the authorities exercising the jurisdiction coded as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the serure of stolen property, and generally to

the maintenance of peace and order

(Sd) TAKHTSINGJI,

Maharaja, Thakor Saheb of Bharnagar Bharnagar, the 13th December 1879

No. XXXVI

GONDAL AGREEMENT relating to the CESSION of CRIMINAL JURISDICTION OVER RAILWAY lands,-1879

We, the undersigned Jonat Administrators of the Gondal State, on behalf of the minor Thakor Bhagwalangy, do hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by us in the portion of the Gondal State which has been assigned and made over by us for the purposes of the Kathiava State Railway, to be exercised by the Government of India in the Political Department for a long as the land may be required. for the Railway, and to be restored to the Thakor Saheb or his successors when the land is no longer needed for the above purposes

2 All Radway employes committing offences cognisable by our juried ction beyond the limits of the Radway line shall be apprehended and

dealt with by the constituted authorities in the Gondal State under the advice of the officers of the Political Agency

(Sd) WILLIAM SCOTT, Major,

RAJKOT, , JAYASHANKAR LALSHANKAR,
The 26th September 1879 } joint Administrators of the Gondal State.

Similar agreements have been passed by the Chiefs of-

Wadhwan, Chuda, Kotda Pitha, Vala, Limbdi, Bantwa, Lathi, and Jetpur.

No XXXVII.

BHAVNAGAR AGREEMENT relating to the CESSION of CIVIL JURISDICTION OVER RAILWAY LANDS,—1881.

I, the undersigned Mabaraja Thakor Saheb of Bhavnagar in Kathiawar, hereby agree that all suits of a civil nature brought against the Bhavnagar-Gondal Railway respecting the loss of or damage to goods, or injury to person within the Railway limits, shall be heard and decided in due course in the Kathiawar Political Agency Court.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary States, and that any decrees that may be passed shall be executed against the Railway property and not against the said proprietary States

Provided also that all other civil jurisdictions within the limits of those portions of the Railway which pass through my territory shall continue and be exercised as heretofore by this State

BHAVNAGAR,
The 23rd August 1881.

(Sd) Takhtsingji, Raja of Bhavnagar.

No. XXXVIII.

AGREEMENT passed by the NAWAB of JUNAGAD ceding to the BRITISH GOVERNMENT his full CRIMINAL and certain CIVIL JURISDICTION OVER THE JETALSAR-VERAVAL SECTION OF the BHANNAGAR GONDAL-JUNAGAD-PORBANDAR RAILWAY,—1886.

Agreement passed by His Highness Bahadurkhanji Mohobatkhanji, Nawab of Junagad, on one part, and Lieutenant Colonel Charles Wodehouse, Acting Pohitical Agent in Kadhawar, representing the British Government, on the offier, regarding the cession to the British Government of criminal and certain civil jurisdiction over the lands made over for the purposes of the Junagad extension of the Bhavnagar Gondal Railway

Dated at Junagad Palace this Samvat (Vikramajit) 1936, the 12th of Katik Sud, Tuesday (corresponding with) twenty fifth day of November of the Christian year one thousand eight hundred and seventy nine

(Signed in Persian) Mohobatkhanji, Nawab, Junagad State

No XXXV.

BHAVNAGAR AGREEMENT relating to the Cession of Criminal IURISDICTION over RAILWAY lands,—1879

I, the undersigned Maharaja Thakor Saheh of Bhavnagar in Kathawar, nerby cede to the Government of India (in the Political Department) all the criminal jurisdiction possessed by me in the portions of my territories which have been assigned and made over by me for the purposes of the Kathawar State Railwar to be exercised by the Government of India, in the Political Department for so long as the land may be required for the Railway, and to be restored to me or my successors when the land is no longer needed for the above purposes

It is to be understood that the authorities exercising the jurisdiction cided as aforesaid will liberally afford to the seriants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seriaire of stolen property, and generally to the maintenance of peace and order

(Sd) TAKHTSINGJI,

Maharaja, Thakor Saheb of Bhavnagar Bhavnagar, the 13th December 1879

No. XXXVI

GONDAL AGREEMENT relating to the CESSION of CRIMINAL JURISDICTION over RAILWAY lands,—1879

We, the undersigned Joint Administrators of the Gondal State, on behalf of the minor Thakor Bhagnatungji, do hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by us in the portion of the Gondal State which has been assigned and made oner by us for the purposes of the Kathawar State Railway, to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway, and to be restored to the Thakor Saheb or his successors when the land is no longer needed for the above purposes

2 All Railway employes committing offences cognisable by our juried ction beyond the limits of the Railv ay line shall be apprehended and dealt with by the constituted authorities in the Gondal State under the

(Sd) WILLIAM SCOTT, Major, " JAYASHANKAR LALSHANKAR.

RAJKOT, , JAYASHANKAR LALSHANKAR,

The 26th September 1879 } Joint Administrators of the Gondal State

Similar agreements have been passed by the Chiefs of-

Wadhwan, Chuda, Kotda Pitha, Vala, Limbdi, Bantwa, Lathi, and Jetpur.

No XXXVII.

BHAVNAGAR AGREEMENT relating to the CESSION of CIVIL JURISDICTION OVER RAILWAY LANDS,—1881.

I the undersigned Maharaja Thakor Saheb of Bhavnagar in Kathiawar, hereby agree that all suits of a civil nature brought against the Bhavnagar Gondal Raulway respecting the loss of or damage to goods or injury to person within the Rail vay limits shall be heard and decided in due course in the Kathiawar Political Agency Courts

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary States and that any decrees that may be passed shall be executed against the Railway property and not against the said proprietary States

Provided also that all other civil jurisdictions within the limits of those portions of the Railway which pass through my territory shall continue and be exercised as heretofore by this State

BHAYNAGAR, The 23rd August 1881 (Sd) TAKHTSINGJI, Raja of Bhavnagar

No XXXVIII.

AGREEMENT passed by the NAWAB of JUNAGAD ceding to the BRITISH GOVERNMENT his full CRIMINAL and certain CIVIL JURISDICTION OVER the JETALSAR-VERAVAL SECTION of the BHAVNAGAR GONDAL-JUNAGAD-PORBANDAR RAILWAY,—1826

Agreement passed by His Highness Bahadurkhanji Mohobatkhanji, Nawab of Junagad, on one part, and Lieutenant Colonel Charles Wodehouse, Acting Political Agent in Kahriwar representing the British Government, on the other regarding the cession to the British Government of criminal and certain civil jurisdiction over the lands made over for the purposes of the Junagad extension of the Bhavingar Gondal Railway

Tα

A D YOUNGHUSBAND, Eso

Acting First Assistant Political Agent.

With reference to your letter %o 1319 of 1886, dated 23rd December 1886, I, Vakhatsingh, Chief of Sayla beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railwax in my territory including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the Brush Loverment

Dated the 10th February 1887

(Signature in vernacular)

Thaker of Savie.

To

A. D YOUNGHUSBAND, EsQ,

Acting First Assistant Political Agent

With reference to your letter No. 13.0 of 1856 Sg. dated 2 yrd December 1886, J. Karansingi, Chef of Than Lahltar, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Vori. State Railway, in my territory, including those occupied for stations and buildings and for other purposes connected with the said Railway, to the British Government.

Dated the 18th February 1887 (In vernacular)
Signature of the Chief of Than Lakhlar

 T_0

A. D YOUNGHUSBAND, ESQ, CS, Acting First Assistant Political Agent,

Prant, Jhallawad.

With reference to your letter No. 1317 of 1886 87, dated 23rd December 1886, I), Londartao Narayae Laud State Kathharn of Wanhaner, beg to state that 1 agree on behalf of the Wanhaner State to edde the full criminal and end jurnsduction possessed by that State over the lands taken up for the Morvi State Railway in Washaner territory including those occupied for stations and buildings and for other purposes connected with the scale way, to the British Gos eriment, so long as the Morvi State Railway passes over the sayd land within Wanhaner territory.

Dated 3th January 1887

(Sd) GANPATRAO N LAUD, State Karbhari Wankaner With reference to your endorsement No 1171 dated 23rd December 1886, passed on No 4394 of 21st idem, to your address, from the Political Agent, I, Thahore Shir Waghi, Chief of Morvi beg to state that I agree to code the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations out buildings and for other purposes connected with the said Railway and actually within its defined limits, to the British Government.

(Sd) THAKORE SHRI WAGUJI, Thakore Saheb of Morvi.

Morvi, 6th January 1887

No 22 of 1888

То

COLONEI CHARLES WODEHOUSE, C.I E,

Political Agent, Kathiawar

SIR,—In the event of the Morvi Railway being extended to Rajkot I agree, on behalf of minor Raj Salub Amarsinghij and his successors, to delegate to the British Government full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Wankaner State which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory. I have the honour to be, etc.

(Sd) GANPATRAO N LAUD,

State Karbhari in charge of Wankaner

State on behalf of minor Ray

Sahib Amarsinghji Banisinghji

Dated 14th February 1888

COLONEL CHARLES WODEHOUSE, CIE,

Political Agent, Kathiawar
Sir, — In the event of the Morvi Railway being extended to Raikot, I

Sig,—In the event of the Morvi Railway being extended to Rajkot, it agree, on behalf of myself and my successors to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Dhrol State which may be occupied by such extension, and over any additions that may hereafter be made to the line in the sault territory.

I have the honour to be, etc, (Signed in vernacular) Thaker Saheb of Dhrol

Mahal Sarapdad, Dated 10th February 1888 То

COLONEL CHARLES WODELOUSE, CIE,

Political Agent, Kathiawar.

SIR,—In the event of the Morvi Ruliu is being extended to Rajkot, I agree, on behalf of mix-elf and my successors to delegate to the British over any lands in the territors of the Kothura Faleka which may be occupied by such extension and over any additions that may hereafter be made to the line in the suid territory.

I have the honour to be, etc., (Signed in vernacular) Talukdar of Kotharia

(Dated in vernacu'ar)

To

COLONEL CHARLES WODEHOUSE, CIE,

Political Agent, Kathiawar

SIR,—In the event of the Morvi Railway being extended to Raykot, I agree, on behild fo disystel and my successors, to delegate to the British Government my full civil and criminal purisheditors short of sowering rights over an lands in the territory of the Gavindad Taluka which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc, (Signed in vernacular) Talukdar of Gasridad

Dated 5th March 1888

No. 32 of 1887-88.

To

COLONEL CHARLES WODEHOUSE, CIE,

Political Agent, Kathiawar

Sig.—In the event of the Morsi Railway being extended to Rajhot, I agree, on behalf of myself and my successors, to delegate to the Britsh Government my full civil and erminal jurisduction short of sovereign rights over any lands in the territory of the Rajhot State which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,
(Sd.) BAWAJI M.,
Thaker Saheb of Rajket

Dated 25th February 1884

No XLI

AGREEMENT entered into by the THAKOR SAHED of WADHWAN regarding the cession of JURISDICTION over that portion of the MORVI RAILWAY which lies within the WADHWAN STATE.—1905

I, Thakor Saheb Balsunghii Chandrasunghii of Wadhwan State hereby cede to British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are or may hereafter be occupied by the Mori metre gauge Railway (including all lands occupied for stations, for outbuildings and for other railway purposes) and over all persons and things whatsoever within the said lands

(Sd) Balsinghji, Thakor Saheb, Wadh van State

WADHWAN CITY, THE PALACE
The 11th February 1905

AGREEMENT entered into by the THAKOR of MULI regarding the cession of JURISDICTION over that portion of the MORVI RAILWAY which lies in the MULI STATE,—1905

J. Parmar Himatsinghiji, Thakor of Vuli, hereby cede to the British Government full and exclusive power and pursishenon of every kind out: the lands in the said State, which are or may hereafter be occupied by the Worst metre gauge Railway (including all lands occupied for stations, for outbuildings and for all other railway purposes), and over all persons and thines whatsover within the said lands.

(Sd) HIMATSINGHJI,

Thakor of Muli

Muti

The 14th I chruary 1905

AGREEMENT entered into by the THANOR SAHEB of SAYLA regarding the cession of JURISDICTION on that portion of the MORVI RAILWAY which hes within the SAYLA STATE,—1905

1, Thakor Sabub of Sayla hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are or may hereafter be occupied by the Morvi metre gauge

Railway (including all lands occupied for stations, for outbuildings and for other railway purposes), and over all persons and things, whatsoever within the said lands

(Sd) IN VERNACULAR
THAKOR SKEE VAKHATSINGHJI,
Thakor Saheb of Sayla

The 12th February 1905

AGREEMENT entered into by the CHIEF of DHRANGADHRA regarding the cession of JURISDICTION on that portion of the MORVI RAILWAY which lies within the DHRANGADHRA STATE.—1905

I. Ayitsinghij Jaswatsinghiji Raji Saheb of Dhrangadhra State, hereby cede to the Bithsh Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are or may hereafter be occupied by the Voris metre gauge Railway (including all lands occupied for stations, outbuildings and for other railway purposes), and over all persons and things whatsoever within the said lands

(Sd) M R Alitsinghii Jaswatsinghii,

CAMP HALWAD,

The 8th April 1905

STATE,-1905.

AGREEMENT entered into by the CHIEF of THAN, LAKHTAR, regarding the cession of JURISDICTION on that portion of the MORVE RALLWAY which lies within the LAKHTAR

Rat Sakeb of Dhrangadhra

In supersession of the previous agreement in connection with the Wadhwan Rajkot meter gauge Railway, J. Thakor Shr Karansight, Chief of Than, Lakhtar State, hereby cede to the British Government full and sectious power and pursidention of every thind over the lands in the said State, which are or may hereafter be occupied by the Vorsi meter gauge Railway (including all lands occupied for stations, for outbuildings and for other tailway purposes), and over all persons and things whatsoever within the said lands

(Sd) IN VERNACULAR

Chief of Than, Lakhtar State

No XLU

AGREEMENT passed by the IAM SAHEB of NAVANAGAR ceding his full CRIMINAL AND CIVIL JURISDICTION to the BRITISH GOVERNMENT over the lands occupied by the DHORAJI-PORBANDAR SECTION of the BHAVNAGAR-GONDAL-JUNAGAD PORBANDAR RAILWAY,-1887.

FROM

HIS HIGHNESS IAM SHRI VIBHAII, KCSI. Jam Saheb of Navanagar.

Го

COLONEL CHARLES WODEHOUSE, CIE, Political Agent, Kathiawar

SIR,-Agreeably to your letter No 4209, dated the 24th instant, I have the honour to state that I hereby agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over the proposed Railway line between Dhoran and Porbandar and over any additions that may hereafter be made to the line in my territory I am.

Your sincere friend.

NAVANAGAR, INAVANAGAR,

The 27th November 1887 (Sd) (In vernacular) Sam Saheb of Navanagar

Agreements to the above effect were passed by the Chief of Gondal on the 14th December 1887, and by the Administrator of the Porbandar State on the 25th November 1887

No. XLIII.

AGREEMENTS relating to the CESSION of full CIVIL and CRIMINAL JURISDICTION over the LANDS taken up by the JETALSAR-RAJKOT RAILWAY,-1802.

To,

The POLITICAL AGENT,

Kathiawar

Funggadh, oth April 1802

My dear Sir,

In reply to your letter No 524 of the 29th March 1892, I have the honour to state that I shall be prepared to assign to the Jetalsar Rajkot VOL VI

Railway the lands that may be required for the purposes of that Railway, including Stations and out houses and any additional lands that may, with the consent of the State, be hereafter required bond file for the purposes aforesaid

I hereby further agree to delegate the full civil and criminal jurisdiction, short of sovereign rights, over the said lands to the British Government in the Political Department for the term of their occupation by the said Railway for the purposes thereof

This cession is made without prejudice to the agreement already passed by this State in connection with other Railways.

I remain, &c,

(Signed) HARIDAS VIHARIDAS.

Diwan of Junagadh

To,

The POLITICAL AGENT.

Kathiawar Sir,

I on behalf of the Gondal State, have the honour to inform you that, whenever called upon to do so, I shall be prepared to assign to the Jetalsar Rajkot Railway the lands that may be required for the purposes of that Railway including Stations and out houses and any additional lands that may hereafter be required bond fide to be occupied by the said Railway for such purposes.

I hereby further agree to delegate to the British Government in the Political Department the full civil and criminal jurisdiction, short of sovereign rights, over the said lands for the term of their occupation by the said Railway for the purposes thereof

I have, &c. Diwan in charge Gondal State

(Signed) BEZONII MERWANII.

Dated Gondal, 18th April 1892

Camp Felpur, dated 20th May 1802

To,

Major F W SNELL,

Assistant Political Agent,

Sorath Prant.

Dear Sir.

In reply to your vernacular letter No 50 of the 12th April 1892, we have the pleasure to inform you that, whenever called upon to do so. we will be prepared to assign and cede to the British Government the lands that may be required for the purposes of the line of Railway from Jetalsar to Rajkot, ucluding Statuons and out-houses and any additional lands that may hereafter be required bond fide for such purposes to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full civil and criminal jurisdiction thereon.

We remain, &c,
(Signed) EDULJEE DOSABHAI,
Manager, Wadia State.

(Signed) VALA ALA BHIMA, in the handwriting of Chhelshanker

Umiashanker, (Signed) VALA RUKHAD GORKHA.

(Signed) EDULJEE DOSABHAI, Manager, Wadia State, on behalf of Vala

Bava Jivna, heir to the estate of the late Vala Ram Samat.

(Signed) VALA DESA BHIMA, in the handwriting of Krishnalal Ramji, (Signed) VALA KALA BHAN,

in the handwriting of Harishanker.
his Kamdar,

his Kamdar,
Similar letters have been signed by the undermentioned Talukdars on

on behalf of the Rajkot State 16th April 1892.

Vala Naja Kala, shareholder of Jetpur-Bilkha 6th December 1892.

Umiashanker Jivanram, Manager on behalf of Kotda Sangani . 8th December 1892.

Shivsingji, Talukdar of Gadhka . 25th December 1892.
Bhupatsingji, Shahpur Talukdar . 26th December 1892.

Jadeja Suraji, Thakor of Virpur . 10th January 1893. Jadeja Jethiji, Talukdar of Kotha-

ria . . . 10th January 1893.

M 2

No XLIV

AGREEMENTS relating to the CESSION of full CIVIL and CRIMI-NAL JURISDICTION over the lands taken up by the NAVANA-GAR RAILWAY,—1894.

To,

The POLITICAL ACENT,

Kathiawar

Jamnagar, 16th September 1894.

Sır,

I, Jam Shri Yhbiaji, have the honour to inform you that, whenever called upon to do so, I shall be prepared to assign to the Jammagar-Rajkot Railw vy, the lands that may be required for the purposes of that Railway, including Stations and out houses and any additional lands that may here after be required bone fafe to be occupied by the said Railway for such purposes. I hereby further agree to delegate to the British Government in the Political Department the full ovil and criminal jurisdiction, short of soverigm rights, over the said Railway for the purposes thereof the said Railway, for the purposes thereof

(Sd) IN VERNACULAR

Fam Saheb of Navanagar

No 10 of 1894 95,

From,

The THAKOR SAHEB of DHROL,

To,

Colonel G E HANCOCK, Political Agent, Kathiawar

Dhrol, dated 1st August 1894

Sır,

1, on behalf of the Dhrol State, have the pleasure to mform you that, whenever called upon to do so, I will be prepared to assign and code to the British Government, the land that may be required for the purpose of the Jamangar Railway including stations and out houses and any additional lands that may hereafter be required bond fide for such purposes to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full civil and emminal jurisdiction thereon.

I have also the honour to state that if any of the lands of the villages under the revenue enjoyment of the Bhayats of this State may be occupied in the line my State of Dhrol is not responsible to pay compensation of such lands to the Bhayats and on that understanding this agreement is given.

I have the honour to be,

Sir.

Your sincere friend.

(Sd.) IN VERNACULAR,

Thaker Sakeb of Phrot.

No. 219 OF 1894-95.

To,

Colonel G. E. HANCOCK, Political Agent, Kathiawar.

Sir,

1, on behalf of the Rajloct State, has e the pleasure to inform you that whenever called upon to do so I will be prepared to assign and cede to the British Government, the lands that may be required for the purposes of the Jamaagar Railway including stations and out-houses and any additional lands that may hereafter be required bond fide for such purposes to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full Civil and Criminal jurisdiction thereon.

I have the honour to be,

Sir,

Your most obedient servant,
Signed MOTICHAND TULSI,
State Karbhari, Raikot.

Rajket, 30th July 1894.

To,

The POLITICAL AGENT, Kathiawar

SIR,

I, on behalf of the Jala Taluka, hase the honour to mform you that, whenever called upon to do so, I shall be prepared to assign to the Jamaser Rajkot Railway the lands that may be required for the purposes of that Railway, including stateons and out houses and any additional lands that may hereafter be required bond fade to be occupied by the said Railway for such purposes, on condition of restoring those lands or any portion of them to the Jala Taluka when they become of no use to the said Railway.

I bereby further agree to delegate to the British Government in the Political Department the full civil and criminal jurisdiction, short of sovereigninghts, over the said lands for the term of their occupation by the said Railway for the purposes thereof I shall not be liable to pay any compensation to my Bhayats, etc., for their lands that will be occupied for the purposes of the said Railway but the proprietor of the Railway will have to pay it

I beg to remain,

Sır,

Your most obedient servant, (Sd.) In VERNACULAR.

Karbhasi Jalia Dewani Taluka and in charge of the Taluka

Jalia, 10th October 1894

Justa, Tolk October 109

From,

The TALUKDAR of Pal,

To.

Colonel G E HAYCOCK, Political Agent, Kathiawar

SIR.

I, on behalf of the Pal Taluka, have the pleasure to inform you that, whenever called upon to do so, I will be prepared to assign and cede to the British Government the land that may be required for the purposes of the Jannagar Radway including stations and out houses and any additional lands that may hereafter be required bond fide for such purposes, to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full civil and crunnal purisdiction thereon I have also the honour to state that any of the lands of the villages under the revenue enjoyment of the Bhayats of this Taluka may be occupied in the line My Taluka of Pal is not responsible to pay compensation of such lands to the Bhayats, and on that understanding this agreement is given

I have the honour to be,

Sır,

Your most obedient servant, (Sd.) IN VERNACULAR.

Talukdar of Pal

15th October 1804

No XI.V

AGREEMENTS relating to the CESSION of full CIVIL and CRIMINAL JURISDICTION over the lands taken up by the DHRAN-GADHRA RAILWAY.-18co

The Palace Dhrangadhra.

asth December 1800

I, Mansinghii Ranmalsinghii, Rai Saheb of Dhrangadhra hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are or may hereafter be occupied by the Dhrangadhra Railway (including all lands occupied for stations, for outbuildings and for other Railway purposes) and over all persons and things whatsoever within the said lands

(Sd) IN VERNACULAR.

Raj Saheb of Dhrangadhra

I, Thakor Saheb Balsingji Chandrasingji of Wadhwan State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are or may hereafter be occu pied by the Dhrangadhra State Railway (including all lands occupied for stations, for out buildings and for other Railway purposes) and over all persons and things whatsoever within the said lands

> BALSINGHJI, Thakore Saheb, Wadhwan State

Wadhwan City, the Palace.

Dated 23rd December 1800

No XLVI

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Akbar Shah Badahah Ghazee's Servant Sher Khan Bahadoor Babee

To Shree Strear Honourable Company Bahadoor writes Nanah Bahadoor Khan Jof Joonagush Jhat a nght called Joretubulee (Forcet collection) leviable by moolookgeree every year from Hallar, Kathywar (Proper) Gohelwar, and Jhalawar pertains to me At the time Colonel Walker was carrying out the settlement of the province I passed a writing to governent, agreeing that those States or talookas who might adjust the demand against them through government should be charged accordingly I also hereby submit to government that I am destrous of having a settlement made of the Joretulubee, and the amount recovered every year from Sumwit 1878 (An 1821-22) in perpeturly according to the governments with, and that of the sum realized every year on account of the Joretulubee four annay per Rupes should be received by government as charges on account of horsemen, footmen, etc., and the remainder paid to me I pass this agreement.

Dated Summut 1878, Maha Soodh 10th (1st Jebruary 1821).

Mooratrub Shood or Fig. 5

No XLVII.

TRANSLATION of an AGREEMENT executed by HAMED KHAN BAHADOOR, renouncing in future Piracy and all RIGHT to Wrecks.

Be it known to all that I, Hamed Khan Bahadoor Babee Fidwee Shah Alum Badshah Gharce, Governor of the city of Joonagurh, in order to afford the fullest testimony of respect and attachment to the Honourable Company,

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do engage and hind myself, my heirs and siccessors, to observe the following Articles of Agreement concluded by me and by Major Alexander Walker, Resident, on the part of the Honourable Company —

ARTICLE 1

Whereas the duty of protecting those who travel or trade by land Bahadoor, on my own part, and on the part of my heirs and successors, do in like manner engage not to permit instigate, or connive at any act princey being committed by any person luning under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports and should any one being rebel against my government, and living in another country, enter mine and plunder any one, I will point out the residence of that thief

I, Hamed Khan Bahadoor, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE 2

The Honourable Company's vessels and subjects shall at all times have assistant on my ports for the purposes of carrying on freely trade and commerce, and those merchants and traders who are subject to my authority shall in like manner be allowed to visit and to trade in the harbours of the Honourable Company.

I have agreed to these Articles that no cause of misunderstanding or dispute may exist between me and the Honourable Company

Without date



No XLVIII

TRANSLATION of the annexed Paper, vis, to the Honourable the English East India Company from Nawab Shree Bahadoor Khan Bahadoor Babee of the Talooka of Joonaguri, - 1816-17.

To wit,—the Jemadar Oomur and other Arab Sebundy having become headstrong I addressed a petition to the (said) Sircar, and in its favour a

force was deputed, and all the arrangements required have been carried into effect in the most effectual manner by Captain Ballantine, and (whereupon) I do in my own pleasure enter into certain engagements with the (said) Sircar as in the following Articles —

ARTICLE 1

The Sircar's force having come to my aid, every arrangement was thereby effected to the utmost of my satisfaction and wishes, and the said Captain (Ballanine) shall address the Governor in Council in Bombay on the sum to be obtained on account of the expenses of the force, when, agreeable to the orders of the Sircar, whatever sum is fixed on in due faith shall be paid

ARTICLE 2

And the payment of the above sum of expenses on account of the force shall be made available from the sum of recoveries on account of my moolookgeeree dees, to be made by him (the said Captain Ballantine) on the part of the Honourable Company, to commence from Sumwut 1873, A D 1816 17, and agreeable to the instalments to be agreed on

ARTICLE 3

My moolookgeeree circuit (or forceable collection) to be realised yearly, and in perpetuity, by the Honourable Company, on which duty let my agent present, and when occasion shall require, a force shall be supplied from my Sircar

ARTICLE 4

From the pergunnals of Dundooka, Ranpore, and Gogo, etc., situated in the Honourable Company's talooka, and from the first period of becoming so they have been subject to a yearly jummabundee to my Sircar, the same atheretine from that date and for ever, on the score of friendship, hereby annualled

ARTICLE 5.

And whereas for the expenses of an Agency one lakh of cornes shall yearly and for ever be paid, and in behalf thereof, Jaippore (is ceded) as a residence, in which I have a share with the Balooches, besides my share also of the ten following villages beinging to this pergunah, and whose respective products, according to the realisations made by me, are all and severally hereby and for ever made over, do you therefore credit the same saw, vis., yearly cornes (as heretofore realised) 37,000 so ceded, and besides which, to make up the sum of corners one lakh, leaves a balance of sixty three thousand (63,000) to be made good yearly from the receipts of

my moolookgeeree collections The following are the ten Jaitpore villages,

My share and the Balooches,' both of Jastpore-

Each 1 of Sumundey Alloo

Do d of Akaloo.

Do lof Dadevever

Do 4 of Khiresroo

Do & of Sanklie

Do } of Mohumpore

Do k of Dandee

Do 1 both of shares Belooches of Goondaloo

Do 4 of Surdarpore

Do of Peeplayoo

ARTICLE 6

And (whereas) Arabs hitherto employed are not to be employed again, but when the Jemadar Oomur was headstrong, at that time Jemadar Hyhcha did me great service, on which occasion I gave him my lasting assurance of employment, but at present as the subject has become matter of particular interest with the Sircar, the said Jemadar shall, in the course of twelve months, be dismissed, and should the Arabs, within the specified period, commit any fault, I hold myself responsible for the same

ARTICLE 7

And (whereas) the aforegoing engagements have been entered into with the (Company's) Sircar, let the same be duly acted up to, and to the end of giving due effect to these friendly relations, I have, as well as Captain Ballantine, rendered to each other reciprocal assurance and satisfaction

Done in the year 1872, A D 1816 and 1817, Waishack Soodh, May 5th or 4th of the month of Jemadi Sani Sun, 1831 Hegyra

SUNNUD from the NAWAB of JOONAGURH, ceding certain REVE-NUBS to the HONOURABLE COMPANY.

In the 4th Article of the Agreement which I formerly executed in writing to government (dated the 2nd May 1816), the revenues (jumma

bundee) which I used annually to derive from Dandooka, Ranpore, and Gogo were given up neprebutly to government as a mark of friendship, from the date on which the Honourable Company exercised jurisdiction thereon, to which effect a written instrument was executed through the intervention of Captain Ballantine but as Dollerah was not specified therein, I have now, at the suggestion of the same officer, in compliance with the wishes of Government likewise ceded to Government in a friendly manner the revenues accurage to me from the said vallage.

Dated the 12th of Choitro Vud, Summat 1872, corresponding with the 13th April 1817



No, XLIX,

ENGAGEMENT entered into on the 3rd January 1838 by the NAWAB of JOONAGURH for the SUPPRESSION of SUTTEE within his JURISDICTION

After compliments —The cause of writing to you is this A certain Bhattainee having arrived from Bombay and committed suttee at Pragrye, and the Sircar having assued orders preventive of such a practice, a mohisal is upon me in order to make me answerable, and the particulars of this subject (the suttee) having been reported to government, and it having been considered as a first instance of the kind, for which reason I have been pardoned, I give this writing to the effect that from henceforward such measures in the talooka will be taken so that no person will be allowed to become sittee in future But it such should hereafter occur, I am responsible to any extent the Sircar may pronounce against me



A similar engagement was made with the Sidi of Jafarabad

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No L.

Translation of a Yad from His Highness the Nawab of Joonagurh to A Malet, Esq., Political Agent in Kattywar, dated the 19th March 1846

Your letter and His Highness the Guikwar's agreement of the 19th Shrval have been received. His Highness the Rao (of Kutch) made an arrangement relative to the customs on boats, and you on the above mentioned Yad wrote your order, requiring me to make a similar engagement.

My reply is, that according to the copies which you sent here, I have sent copies of them to all my Bunders, Verawul, Mangrol, etc., with orders

to abide by it

Part I

Dated Sum ut 1902, Falgoon Vud 7th (March 19th A D 1846)

No LI.

TRANSLATION of a YAD from the THAKOOR of BHOWNUGGUR
to Major W Lang, Political Agent in Kattywar,
dated the 20th December 1840

Arrangements having been formerly made for not levying the customs on vessels drie not and detained in any port on account of stress of weather or for any other similar reason while going from Bombay to Kurrachee or for any other similar reason while going from Bombay to Kurrachee or beginning to the sund arrangements, I shall not collect the sea customs on vessels belonging to the sard arrangements, I shall not collect the sea customs on vessels belonging to the Sircar and to the different ports Kattywar that may happen to come to my Bunders on account of stress of weather but His Highness the Rao of Kutch having only agreed to exempt vessels belonging to Kurcachee and Bombay from the payment of these customs, and not those belonging to other ports, I shall be obliged to hay to him the duty on such vessels of my Bunders as may be driven into ports belonging to Kutch by stress of weather, and for this reason I shall so levy the same on vessels of Kutch agreeably to my ancient custom

Dated Summut 1906, Pous Soodh 6th, corresponding with the 20th December AD 1849

Written by Suwall Lall Shamjee

MEMORANDUM.

ing similar engagements to the foregoing were entered into by the following additional Chiefs on the undermentioned dates — His Highness the Jame of Navanara —)

Nawab of Junagarh The Rana of Porbandar The Serden of junagarh On the 20th December 1849. On the 30th December 1840. Government, and cases that arise from transactions in the Nawab's villages are to be settled by the Junagad officials

- 6. Inhabitants of the Nawab's country, who may live in the station or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which they are concerned in which the cause of action has arisen in Junagad limits
- 7 Two sites of not less than 50 yards square are to be assigned to the Junagad authorities in favourable positions for the construction of houses They are to be given free of cost, and not subject to rent or and offices land tax of any sort
- 8 The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisition for the service of artizans in the neighbouring villages
- In time of necessity carriage must, however, be furnished by the Nawab's officers according to the same scale that may be demanded from other tributary States
- 9 In case Government should at any time abandon the station, the land must be returned to the Junagad State, not to any other taluka. and the yearly remission of two thousand rupees (Rs 2000*) must cease, but under such circumstances no claim is to be made for the value of the buildings constructed upon the land

(Signed in vernacular) Nawab of Junagad (Sd) R H KBATINGB. RAJKOT, The 29th May 1865 Political Agent

No LIV.

AGREEMENT entered into by the JOONAGURH Durbar for the corstruction of a TELEGRAPH LINE, - 1874

Whereas the State of Joonagurh is desirous of having a line of telegraph constructed from Dhorajee to Joonagurh, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by Colonel William Warden Anderson, Political Agent in Kattywar, on the part of the British Government, duly empowered by the Viceroy and Governor General of India in Council on that behalf, and by His Highness Sir Mohobat Khanjee, K C S I , Nawab of Joonagurh -

I The British Government agrees to construct for the Joonagurh State a line of telegraph consisting of one wire, to be carried on standards to be

Subsequent to the pass ng of this agreement a difference having been found in the measurement of the land ceded. His Highcess the Nawab of Junagad agreed to receive Re 1 500 instead of Rs 2 000, as the annual compensation or rent, as per Yad dated 26th July 1865

erected between Dhorajee and Joonagurh, it a cost of Rupecs (14,000) fourteen thousand, more or less, and the State of Joonagurh agrees to pay to the British Government the cost of the line as the mone, may be required

- 2 The receipts obtained by the opening of the Joonaguth Telegraph Office shall belong exclusively to the British Government, who shall design the entire cost of repairing munitaning and working the telegraph line between Dhorage and Joonaguth but when the receipts of the office fall short of the cost of repairs, maintanance, and working, the State of Joonagurh agrees to make good the deficiency, should there, on the other hand, be a surplies left after payment of all expenses, such surplus shall be handed over by the British Government to the State of Joonagurh.
- 3 With the consent of the Governor General in Council extra wires may at any time he added by the Telegraph Department for the Joonagurh State on terms and conditions to be agreed upon at the time between the Joonagurh State and the Government of India.
- 4 The line shall be called "The Joonagurh Branch Telegraph Line," and shall be managed and worked entirely by the officers of the British Telegraph Department It shall not be dismantled without the consent of the British Government, but should it at any time be given up the materials of which it is composed shall become the property of the Joonagurh State
- 5 The accounts of the telegraph line shall be rendered yearly to the State of Joonagurh, and the balance shall be adjusted without delay
- 6 The State of Joonagurh agrees to apply to the Joonagurh Telegraph the the proxisions of the British Telegraph Act VIII of 1860, and such other Acts or legal provisions as have been, or may hereafter be, passed by the British Government with reference to the telegraphs
- 7 The State of Joonaguth agrees to apply to the Joonaguth Telegraph line any rules or regulations that are now or may hereafter be made applicable to the lines of telegraph in British India. The British Government will undertake to farmish the Joonaguth State with accurate translation of such Acts, Rules, and Regulations.
- 8 The State of Joonaguth agrees that the Joonaguth Telegraph line shall be opened to the inspection and supervision of the Director General of Telegraphs and of any officer deputed by him for that purpose

(Sd.) W. W. Anderson, Colonel, Political Agent, Kathiawar

Signed in Native character, 1 & .

(Sd) Sir Mohobat Khanjie, K C.S.I,

Nawab Saheb of Joonagurh

The 20th July 1874

No. LV.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS THE NAWAB of JUNAGADH for the introduction of DEFINITE ARRANGEMENTS for the EFFECTIVE CONTROL and DISCIPLINE of HIS IMPERIAL SERVICE TROOPS when serving beyond the FRONTIERS of HIS STATE, —1800

Whereas His Highness Nawab Sir Rasul Khanji Mahabat Khanji KCSI, of Junagadh, maintains a force of Imperial Service Troops for the purpose of co operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Junagadh State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops.

It is hereby agreed between the Governor General of India of the one part and His Highness Nawab Sur Rasul Khanji Mahabat Khanji, KCSI, of Junagadh, of the other, as follows, namely—

- I Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or force in which they are employed, and such officer shall, by vitue of this agreement, be authorised to administer in respect to the said troops, so serving the multiary laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the said such purgonents and sentences, and to issue all such orders, and to issue all such orders, and is passed as the corrected by the authorities of the Junagadh State when the said troops are serving within the territorial limits of the said State Provided and exercised by the authorities of the sufficient of every sentence so passed in British territory shall be carried out under the orders of his Highness the Nawab or of some person to whom the requisite authority has been delegated by him
- 2 In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty s forces, the said His Highness Navab Sir Rasul Khanji Mahabat Khanji, KCSI, of Junagadh, has embodied in the disciplinary law of his State applicable to the said Imperial Service Troops when employed on active service either within or without British India, the

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provisions, mulatis mulandis, of the Indian Articles of War for the time being in force The due application and enforcement of the said provisions in respect of the Impenal Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or force aforesaid

(Sd.) RASUL KHANIL Na sab of Juna eadh

(Sd) J M HUNTER, Colonel. Political Agent, Kathiawar

State. Approved and confirmed by the Government of India.

of the

By order.

SIMLA. The 7th May 100;

DATED JUNAGADH

The 23rd July 1800

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H S BARNES. Secretary to the Government of India, Foreign Department

No LVI

TRANSLATION of an AGREEMENT executed by JAM JUSSAJEE of NOWANUGGUR renouncing in future PIRACY and all RIGHT to WRECKS .- 1808

Be it known to all that I, Jam Jussaice, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind myself, my heirs and successors, to observe the following Articles of Agreement concluded by me on my part, and by Major Alexander Walker on the part of the Honourable Company -

ARTICLE 1

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Jam Jussajee of Nowanuggur, do in like manner for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who tollow the profession of puracy receive protection or assistance in my ports I, Jam Jussajee, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress and renounce all claim to wrecks, to which an owner capable of proving his right may tppcar

ARTICLE 2

The Honourable Company's vessels and subjects shall at all times have admission into my ports for the purposes of carrying on freely trade and ommerce; and those merchants and traders who are subject to my authority hall in like manner be allowed to visit and to trade in the countries and arbours of the Honourable Company.

Dated Pous Vud 30th Summut 1864, or 27th January A. D. 1808.

(Sd) RUDRAJEE RUGOONATHJEE, for JAM JUSSAIRE.

A precisely similar engagement was taken from Khowas Suggaram and Pragice of Jonahundar.

No. LVII.

MEMORANDUM of ARTICLES, acquiescence in which was demanded from the IAM of NOWANUGGUR on the 23rd February 1812, and which was unreservedly given by that CHIEF on the same day,

ARTICLE 1.

The pecuniary demands of His Highness Mirza Rao Roydhun, of Kutch. must be answered according to an equitable decision.

ARTICLE 2.

The whole of the port of Suryah, with its original boundaries, must be given up to the Gukwar Government; the produce, whatever it is found to be, will be included in a lakh of Rupees, to be added to your annual tribute. The revenue derivable by Khumbalia to be still realised upon the merchants of that place as formerly, and also upon goods sold by the Suryah people in Khumbalia

ARTICLE 3.

The fort of Morpore must be destroyed.

ARTICLE 4

The Arab foreign sebundy must be discharged, and only 300 of the oldest servants retained

ARTICLE 5.

As security for the Kutch corries and for the discharge of the sebundy, and their never being re-entertained, Fukeer Mahomed and Kurreem Shah, the principal Sirdars, must be securities Should there ever be occasion to entertain sebundy the permission of Government must be obtained.

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att I

ARTICLE 6.

For the expense of the army 15 lakhs of corries are requisite.

ARTICLE 7.

The people who killed a British officer at Gope to be given up without reserve, and the gun and horse carried away to be restored.

ARTICLE 8.

A fine of Rupees 5,000 to be paid for a breach of the infanticide angagements, and Bhat Charus security given to prevent infanticide in Nuggur and its dependences.

VELICIE O

The pergunnah of Surufdar must be returned to the Dherol family when the Company's Bahandary has expired, security given to this effect.

ARTICLE 10

The Giras of any Girassia that may have been bought or forced from the owner without the permission of government since the year 1864 (A.D. 1807) to be returned

ARTICLE 11.

The pergunnah of Rampore, fort and town, in all twelve villages, must be given to Koonwur Sutajee, and the jummabundre payable to government to be decided by the Guikwar The expense attendant on Sutajee seeking the Guikwar's protection, reckoned at Rupees 8,000, with any property of Sutajee's mother in the Jan's possession, to be returned upon oath; also Koonwur Sutajee's property which may have been kept.

ARTICLE 12.

The nuzzerana to His Highness Futteh Sing, amounting to Rupees 25,000, to be paid.

ARTICLE 13.

Fa'el Zamin of Bhat and Charun to be given to the satisfaction of government.

ARTICLE 14.

One village to be given to Najec Jemadar in addition to his former one

ARTICLE 15.

Any Baharwutias who may be in Nuggur to be sent to camp, where their business will be settled, never to be protected again.

ARTICLE 16,

All property stolen from the allied army in the Nuggur talooka to be restored,

ARTICLE 17.

A fine of one lakh to the Guikwar Government for being compelled to erect batteries against Nuggur.

SAHEE (signature of the Jam).

Only

TRANSLATION of a DEED of FA'EL ZAMIN® executed by BHAROTE MEROO METTAH, INHABITANT of VEERUMGAUM, and RAMDASS NUTHOO, INHABITANT of JULSON, in the PETLAUD PERGUNNAH, to the SIRCAR of SHREEMUNT RAO SHREE SENA KHAS KHEYL SHUMSHER BAHADOOR, Falgoon Vud 2nd 1868, 29th February 1812.

We do of our own free will and pleasure become permanent Fa'el Zamin for Jam Jussajee, of Nowanuggur, as follows:—

ARTICLE 1.

He shall not enter into internal disputes, afford refuge to any Baharwutias Katty or Rajpoot; he shall not encourage quarrels or encroach upon others' boundaries, but shall permit them to remain as they may have been from ancient times. Should any of the Bayaud offer his land or village, he shall not accept of it; in any way he shall not offer any injury on account of former quarrels; he shall hat bour no robbers, else he must do so with proper securities; no robberies are to be committed in the talookas or in the roads. Should any person, from interested motives, offer his land or village for sale, it is not to be purchased or sold without the previous permission of the Sircar,

ARTICLE 2.

He shall not write with any enemies of the Guikwar or Company's government.

ARTICLE 3.

He shall permit no robberies, attacks, or plundering parties in the mehals of the government of Shreemant Punt Purdhan, the Guikwar and the

⁸ Separate security was taken for occariy every acticle of the engagement of 23rd February 1812, but, with exception of the Fact Zamia, they were all temporary, and it has therefore been thought unmercentary to load this volume with them.

Honourable Company He shall allow of no injury being offered to merchants or travellers to whom he is to give guides and escorts through his own districts Any loss suffered by merchants etc , shall be answered for by the village people in whose land it occurs, and the talookdar shall answer for the conduct of his villages or shall trace the robbers

ARTICLE 4

If he has possessed himself of any lands or village of an inferior zemindar it shall be released, and a just accommodation take place and the dispute cease

ARTICLE 5

In the year 1868 (1812), he engaged with the Sircar not to entertain more than 300 Arabs as foreign sebundy Should he require more, he shall ask the permission of government, and if it is desired he is not to retain others

These are upon our heads and we shall pay all Mohsuls

The above is true

BHAROTE MEROD METTAH? (Sd) MUTTOO ×
BHAROTE RANDASS NUTHOO
MUTTOO ×

MUTTOO × (Sd.)

TRANSLATION of a PERWANNAH from the SIRCAR of SHREE RAO SHREE ANUND RAO GUIKWAR SENA KHAS KHEYL SHUNSHER BAHADOOR, to JAM JESSAJEE of NOWANUGGUR TALOOKA.

You behaved in an unbecoming manner, which caused the Khas army and a large force on the part of the Honou, able Company Bahadoor to enter your country Every endeasour was made to effect an accommodation, but these having tailed, in order to keep you in remembrance (of the past), your jummahundee has been increased by one lakh of Rupees annually, inclusive of the produce of the port of Survah, from the year 1869, A.D. 1813 Should, however, your future conduct be such as is approved of by the allied government after a period of ten years, they may be induced to reduce in some proportion this increased demand

Falgoon Soodh 14th, 1868 (26th February 1812)

MORTUB SHOOD

Seal

TRANSLATION OF A DEED executed by the SIRCAR OF RAO SHREE
ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER
BAHADOOR IN FAVOUR OF JAM JESSAJEE OF NOWANUGGUR

The Sircar have taken the port of Suryah in the Nuggur talooka entire, and free from all other demands, in consequence of your unbecoming conduct In this manner you have given it in writing

No trouble will be offered to your talooka by the garrison of the Sircar

in that post, such as orders, horsemen, footmen, mohisuls, travellers to and from, &c, except in the articles of grass and wood, our garrison will not listen to any complaint made by your ryots, and no trouble offered by the thannah. Our garrison will not protect any of your criminals.

Merchants belonging to Khumbaha carrying goods from Suryah to the former place shall pay you the usual taxes, and the same with respect to the

Suryah merchant vending goods in Khumbala

Merchants of Suryah carrying goods from Suryah past the vicinity of
Khumbala will pay you the usual petty road taxes Robbers, &c, of your
talooka shall not trouble the Bunder or its merchants, nor shall the passage

of goods through the country be in any way obstructed

Should any merchants be robbed of property (which has paid Khum-balia road tax) in your territory, you shall cause restitution, and if the robbers belong to another district you shall point out the place to which they belong

The Sircar may populate and otherwise increase the Bunder, no obstacles are to be presented to this

The Sircar affords cowl for what is written above, and the Bahandary of Captain James Rivett Carnac, Resident on the part of the Honourable Company, is attached.

Falgoon Soodh 14th (26th February 1812)

MORTUB SHOOD

Sea

No LVIII

TRANSLATION Of a NOTE from HIS HIGHNESS JAM RUNMULJEE of NOWANGGUR TO A MALET, ESQ, POLITICAL AGENT IN KATTYWAR, dated 22nd March 1846, Falgoon Vud 10th Sumwut 1002

Your Yad, with the copy of the rules for exempting vessels driven into port by stress of weather, was received and we had some conversation on the subject when you were at Nowanuggur I now write in this Yad that I will abide by those rules, and will send orders to my Bunders this is written for your information.

No. LIX.

ADOPTION SUNNUD granted to the JAM of NOWANUGGUR,-

Her Majesty being destrous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be per petuated, and that the representation and dignity of their houses should be continued, I bereby in fulfilment of this desire, convey to you the assurance that on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindoo law and to the customs of your race will be recognised and confirmed

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements, which record its obligations to the British Government

FORT WILLIAM,

The 11th March 1862

(Sd) Canning

Similar Sunnuds were granted to Bhannagar, Idar, and Raipipla

No LX.

AGREEMENT with the State of NAVANAGAR for the construction of a Line of Telegraph from NAVANAGAR to RAJKOT,—1885

Whereas the State of Navanagar is destrous of having a line of telegraph constructed from Navanagar to Rajkot to be worked in connection with the British lines of telegraph, the following terms are agreed upon by

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the Political Agent in Kathiawar on the part of the British Government duly empowered by the Viceroy and Governor General of India in Council on that behalf, and by Mr Liladhar Keshowji, Vakil, duly empowered by the Government of the Navanagar State on that behalf —

- 1 The British Government agrees to construct for the Navanagar State a too telegraph consisting of one were to be carried on suitable supports to be erected between Navanagar and Rajkot at a cost of Rupees forty one thousand seven hundred and fifty, more or less, and the Navanagar State agrees to pay to the British Government interest at the rate of 5 per cent per annum on all capital expended on the construction of the line
- ${\bf 2}$ The line so constructed shall be called the Navanagar Branch Telegraph line
- 3 With the consent of the Governor General in Council extra wires at any time be added by the Telegraph Department for the Navanagar State on terms and conditions to be agreed upon at the time between the Navanagar State and the Government of India
- 4 The Navanagar Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph Department of the Government of India 1t shall not be dismantled without the consent of the British Government, but should it at any time be given up, the maternals of which it is composed shall be returned into the Govern ment Telegraph Store, and the State of Navanagar debited with the cost of dismantling and returning the maternals to store
- 5 The State of Navanagar shall pay annually to the British Government, to cover the cost of repairs and maintenance, a sum calculated at the rate of 2½ per cent per annum on the capital expend ture, and also Rs. 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Navanagar and Rajkot These rates may be changed at any time hereafter after a year's notice has been given to the Navanagar State
- 6 The entire receipts at the Telegraph office at Navanagar and at any other office opened on the Navanagar Branch Telegraph line shall be credited annually to the Navanagar State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Navanagar State if the receipts exceed the cost of the offices, together with the charges under Article 5, the surplus shall be paid by the British Government to the Navanagar State, if the cost exceeds the receipts the difference shall be paid by the Navanagar State to the British Government By "Receipts" is to be understood the value of the fees levied at the offices aforesaid, on unland messages and the Indian share of foreign messages despatched from the office aforesaid.
- 7 The accounts of the Navanagar Branch Telegraph line and of the offices maintained on it shall be rendered vearly to the State of Navanagar, and the charges and balance shall be adjusted without delay

- 8 The Navanagar State shall provide free of rent such accommodato the offices that may be opened on the Navanagar Branch Telegraph line as the Director General of Telegraphs shall consider necessary, and shall keep the same in good repair
- 9 The State of Navanagar agrees to apply to the Navanagar Branch Telegraph line the provisions of the British Telegraph. Act 1 of 1876 and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.
- 10 The State of Navanagar agrees to apply to the Navanagar Branch Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to lines of telegraph in Br tish India. The British Government will undertake to furnish the Navanagar State with accurate translations of such Acts Rules and Regulations.
- 11 The State of Vavanagar agrees that the Navanagar Branch Telegraph line shall be open to the inspection and supervision of the Director General of Telegraphs and of any officer deputed by him for that purpose

(Vernacular signature)

(Sd) EDWARD W WEST, Lieut Col, Political Agent

No LXI

AGREEMENT with the State of Nawanagar for the construction of a Line of Telegraph from Dhrol to Jodiya, -- 1890

Whereas the State of Nawanagar is desirous of having a line of tele graph constructed from Diriot to Jodry a to be worked in connection with the British lines of telegraph the following terms are agreed upon by the Political Agent in Kathanaar on the part of the British Government duly empowered by the Viceroy and Governor Genetal of India in Council on that behalf and by the Halar Prant Vaki Judy empowered by the Government of the Nawanagar State on that behalf —

- 1 The Bottsh Government agrees to construct for the Navanager State a line of telegraph consisting of one were to be carried on suitable supports to be erected between Dhrol and Jodya at a cost of Rupees we thousand eight hundred, more or less and the State agrees to pay to the British Government interest at the rate of 5 per cent per annum on all capital expended on the construction of the line
- 2 The line so constructed shall be called the Jodya Branch Tele graph line

- 3 With the consent of the Governor General in Council extra wires may at any time be added by the Telegraph Department for the Nawanagar State on terms and conditions to be agreed upon at the time between the Nawanagar State and the Government of India
- 4 The Jodya Branch Telegraph extension shall be kept in efficient pair, managed and worked entirely by the officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall be returned into the Government Telegraph Store, and the State of Nawanagar debited with the cost of dismantling and returning the materials to store.
- 5 The State of Nawanagar shall pay annually to the British Governto cover the cost of repairs and maintenance, a sum calculated at the rate of 24 per cent per annum on the capital expenditure, and also Rs 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Dhrol and Jodya These rates may be changed at any time hereafter after a year's notice has been given to the Nawanagar State
- 6 The entire receipts at the Telegraph Office at Jodya and at any other office opened on the Jodya Branch Telegraph line shall be credited annually to the Navanagar State, and the actual cost incurred in keeping open and working the said offices shall be debted annually to the Navana gar State. If the receipts exceed the cost of the offices, together with the charges under Article 5, the surplus shall be paid by the British Government to the Navanagar State, if the cost exceeds the receipts the difference shall be paid by the Navanagar State to the British Government By Receipts's to be understood the value of the fees levied at the offices aforesaid on inland messages and the Indian share of Foreign messages despatched from the offices aforesaid.
- 7 The accounts of the Jodya Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Nawanagar, and the charges and balance shall be adjusted without delay
- 8 The Nawanagar State shall provide free of rent such accommodation for the offices that may be opened on the Jodya Branch Telegrph line as the Director General of Telegraphs shall consider necessary, and shall keep the same in good repair
- 9 The State of Nawanagar agrees to apply to the Jodya Branch Telegraph line the provisions of the British Telegraph Act I of 1876 and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs
- 10 The State of Nawanagar agrees to apply to the Jodya Branch Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to British lines of telegraph in India. The British Government will undertake to famish the Nawanagar State with accurate translations of such Acts, Rules and Regulation.

11 The State of Nawanagar agrees that the Jodiya Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose

(Sd) E C K OLLIVANT,

Political Agent, Kathiawar.

CAMP MULI, 17th December 1890 (Vernacular Signature)

No LXII.

AGREEMENT with the STATE of NAWANAGAR for the CONSTRUC-

TION of a LINE of TELEGRAPH from a point on the RAJKOT-NAWANAGAR LINE to PARDHARI.—1802

Whereas the State of Nawanagar is desirous of having a line of telegraph constructed from a point on the Rajkot Nawanagar line to Pardhari to be worked in connection with the British lines of Telegraph, the following terms are agreed upon by the Political Agent in Kathwar on the part of the British Government duly empowered by the Viceroy and Governoenced of India in Council on that behalf and by Vakih Lialdhar Keshaujudiy empowered by the Government of the Nawanagar State on that behalf—

- 1 The British Government agrees to construct for the Nawfangar State a line of Telegraph consisting of one wire to be carried on suitable supports to be erected between a point on the Rajkot Nawanagar line and Pardhai at a cost of Repees Five hundred for line apparatus and plant, more or less, and the Nawanagar State agrees to pay to the British Government interest at the rate of 5 per cent per annum on all capital expended on the construction of the line apparatus and plant
- II The line so constructed shall be called the Pardham Branch Telegraph line.
- III With the consent of the Governor General in Council extra wires may at any time be added by the Telegraph Department for the Nawanagar State on terms and conditions to be agreed upon at the time between the Nawanagar State and the Government of India

IV The Pardhari Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the Officers of the Telegraph Department of the Government of India It shall not be dismantled without the consent of the British Government, but should it at any time be given up the materials of which it is composed shall be returned into the Government Telegraph Store, and the State of Nawanagar debited with the cost of dismantling and returning the materials to Store

V The State of Nawanagar shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of 2½ per cent per annum on the capital expenditure incurred on the line and 20 per cent on the cost of the apparatus and plant and also Rs 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between a point on the Rajkot Nawanagar line and Pardhari These rates may be changed at any time hereafter after a year's notice has been given to the Nawanagar State

VI The enture receipts at the Telegraph Office at Pardhari and at any other office on the Pardhari Branch Telegraph line shall be credited annually to the Nawanagar State, and the actual cost incurred in keeping open and working the said office to the amount of Rupees four hundred and sixty shall be debited annually to the Nawanagar State. If the receipts exceed the cost of the offices together with the charges under Article V, the surplus shall be paid by the British Government to the hawanagar State, if the cost exceeds the receipts, the difference shall be paid by the Nawanagar State to the British Government By "Receipts" is to be understood the value of the fees levied at the offices aforesaid, on Iuliand Messages and the Indian share of Foreign Messages despatched from the offices aforesaid

VII The accounts of the Pardhari Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Nawanagar and the charges and balance shall be adjusted without delay

VIII The Nawanagar State shall provide free of rent such accommodation for the offices that may be opened on the Pardhari Branch Telegraph line as the Director General of Telegraphs shall consider necessary, and shall keep the same in good repair

IX The State of Nawanagar agrees to apply to the Pardhari Branch Clegraph line the provisions of the British Telegraph Act XIII of 1885 and such other acts or legal provisions as have been or may hereafter be passed by the British Government with reference to Telegraphs

X The State of Nawanagar agrees to apply to the Pardhari Branch Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to lines of Telegraph in British India The British Govern ment will undertake to furnish the Nawanagar State with accurate translations of such Acts, Rules and Regulations

XI The State of Nawanagar agrees that the Pardhari Branch

Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose

> (In vernacular) LILADHAR KESHAVJI, on behalf of Nawanagar

> > (Sd) E C K OLLIVANT, Political Agent, Kathiawar

Raskot, 18th July 1892

No. LXIII.

AGREEMENT with the STATE of NAWANAGAR for the CONSTRUC-TION of a LINE of TELEGRAPH from a point on the LINE from DHROL to IODIYA to BALAMBHA,—1905.

Whereas the State of Nawanagar is desirous of having a line of Telegraph constructed from a point on the line from Dhori of Jodija to Balambia to be worked in connection with the British lines of Telegraphs on the part of the British Government duly empowered by the Viceroy and Governor General of India in Conceil on that behalf and by the Nawanagar State Vakil duly empowered by the Viceroy and content of General of India in Council on that behalf and by the Nawanagar State on that behalf and the Nawanagar State on the State State of the Nawanagar State on the State Sta

- I The British Government agrees to construct for the Navanagar State a line of Telegraph consisting of two wires to be carried on suitable supports to be erected between a point on the line from Diriol to Jodyn and Balambha at a cost of Rs 4 600 (four tho-said and six hundred), more or less, and the State agrees to pay to the British Government interest at the rate of 5 per cent per annum on all capital expended on the construction of the lines
 - Il The line so constructed shall be called the Balambha Branch Telegraph line
- III With the consent of the Governor General in Council extra wires may at any time be added by the Telegraph Department for the Nawanagar State on terms and conditions to be agreed upon at the time between the Nawanagar State und the Government of India.

 1V The Balambha Branch Telegraph extension shall be kept in efficient
- Y Ine Balambha Branch Teigraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall be returned into Government.

Part I

Telegraph Store and the State of Nawanagar debited with the cost of dismantling and returning the materials to store

- V The State of Nawanagar shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of 21 per cent per annum on the capital expenditure and also Rs 5 per mile of line to cover cost of line establishment and minor charges of Telegraph between the point on the section of the line from Dhrol to Jodiya and Balambha These rates may be changed at any time hereafter, after a year's notice has been given to the Nawanagar State
- VI The entire receipts at the Telegraph Office at Balambha and at any other office opened on the Balambha Branch Telegraph line shall be credited annually to the Nawanagar State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Nawanagar State If the receipts exceed the cost of the offices together with the charges under Article V, the surplus shall be paid by the British Government to the Nawanagar State, if the cost exceeds the receipts, the difference shall be paid by the Nawanagar State to the British Government By "Receipts" is to be understood the value of the fees levied at the offices aforesaid on Inland Messages and the Indian share of Foreign Messages despatched from the offices aforesaid

VII The accounts of the Balambha Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Nawanagar, and the charges and balance shall be adjusted without delay

VIII The Nawanagar State shall provide free of rent such accommodation for the offices that may be opened on the Balambha Branch Telegraph line as the Director General of Telegraphs shall consider necessary, and shall keep the same in good repair

IX The State of Nawanagar agrees to apply to the Balambha Branch Telegraph line the provisions of the British Telegraph Act I of 1876 and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to Telegraph's

X The State of Nawanagar agrees to apply to the Balambha Branch Telegraph line any rules or regulations that are now or may hereafter be made applicable to British lines of telegraph in India Government will undertake to furnish the Nawanagar State with accurate translations of such Acts, Rules and Regulations

XI The State of Nawanagar agrees that the Balambha Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose

(Signed) Illegible for Director General of Telegr iphs

for Nawanagar State

(Signed) SHIVLAL P GOSALIA

GOVERNMENT TELEGRAPH DEPARTMENT, DIVISIONAL SUPFRINTENDENT, GUZERAT 26th December 1905

No. LXIV.

AGREEMENT passed by His Highness Jam Shri Vibhaji of Navanagar to Lieutenant-Colonel Woophouse, Acting Political Agentin Katulawar, tepresenting the British Government, for the abolition of Customs duties on vessels of the Porbandar State touching at poils in the Navanagar State but not discharging cargo.

Whereas the State of Navanagar used to levy at its ports customs duties on all vessels belonging to the merchants of the State of Porbandar touching at the said ports but not discharging cargo, and whereas such levy now appears to this highness Jam Shri Vibhaji obnoxious to trade, His Highness agrees as under —

His Highness Jam Shri Vibban Ranmalji, KCSI, of Navanagar, in content and the contemporal grape and the State of Porbandar, hereby agrees, for Immsell, his hers and successors, so long as the corresponding agreement be observed not to levy any customs duties upon vessels of the Porbandar State which may touch without discharging cargo at any of the ports in his State

| Rajkot, | (Signed in vernacular) (Sd) C WODEHOUSE, Colonel, Political Agent, Kathiawan |
|-----------------------|--|
| The 5th December 1886 | |
| RAJKOT, | |
| The 5th No.cmber 1887 | |

No LXV.

AGREFMENT entered into between the British Government and His Highness the Jam of Navanagar for the introduction of definite arrangements for the eutrective control, and discipline of his Imperial Service Troops when serving beyond the frontiers of his State,—1899

Whereas His Highness the Jam Salub of Navanagar maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Navanara State, when associated with troops of the British Army should be under the order of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India hat a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct

and inspect the said troops,

It is hereby agreed between the Governor General of India of the one part and His Highness the Jam Sahib of Navanagar, through Colonel V P Kennedy, at present Administrator of the State, of the other, as follows, namely—

I Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or force in which they are employed, and such officer shall, by strice of this agreement, be authorised to administer in respect to the said troops, so sering, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation days of the said State, and for that purpose and for the due preservation such orders, and to pass all such judgments and sentences and generally to exercise all such authority as may be lawfully convened issued, passed accessing the said troops are seveng within the territorial limits of the said State Provided always are seving within the territorial limits of the said State Provided always are seving within the territorial limits of the said State Provided always are seving within the territorial limits of the said State Provided always because of the said state provided always are seving within the territorial limits of the said State Provided always are seving within the territorial limits of the said State Provided always are seving within the territorial limits of the said State Provided always are seving within the territorial limits of the said State Provided always are seving within the territorial limits of the said State Provided always are seving within the territorial limits of the said State Provided always are seving within the territorial limits of the said State Provided always are seving within the territorial limits of the said State Provided always are seving within the territorial limits of the said State Provided always are seving within the territorial limits of the said State Provided always are seving within the said State Provided always

2 In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness the Jam Sahib of Navana gar has embodied in the disciplinary law of his State, applicable to the said imperial Service Troops when employed on active service either within or without British India, the provisions, mutatis mutanais of the Indian Articles of War for the time being in force The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or force aforesaid

DATED JANNAGAR,

The 26th July 1899

Seel State

Administrator, Navanagar
State

(Sd) J M Hunter, Colonel, Political Agent, Kathiawar

No. LXIV.

AGREEMENT passed by HIS HIGHNESS JAM SHRI VIBHAJI of NAVANAGAR to LIEUTENANT-COLONEL WODEHOUSE, ACTING POLITICAL AGENT IN KATHIAWAR, representing the BRITISH GOVERNMENT, for the abolition of CUSTOMS DUTIES on vessels of the PORBANDAR STATE touching at ports in the NAVANAGAR STATE but not discharging cargo.

Whereas the State of Navanagar used to levy at its ports customs due on all vessels belonging to the merchants of the State of Porbandar touching at the said ports but not discharging cargo, and whereas such levy now appears to His Highness Jam Shri Vibhaji obnoxious to trade, His Highness agrees as under—

His Highness Jam Shri Vibbaji Rammalji, K C S J, of Naianagari, inconsideration of a corresponding agreement made by the State of Perbandar, hereby agrees for himself, his heirs and successors, so long as the corresponding agreement be observed not to fevy any customs duties upon vessels of the Forbandar State which may touch without discharging cargo at any of the posts in his State

RAJKOT,

The 5th December 1886

RAJKOT,

The 5th November 1887

(Signed in vernacular)

(Sd) C. Wodehouse, Colonel, Political Agent, Kathiawar

No LXV.

AGREEMENT entered into between the British Government and His Highness the Jam of Navanagar for the Introduction of Definite Arrangements for the EFFECTIVE CONTROL and DISCIPLINE of HIS IMPERIAL SERVICE TROOPS when serving beyond the FRONTIERS of HIS STATE,—1890

Whereas His Highness the Jam Sahib of Navanagar maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Navanagar State, when associated with troops of the British Army, should be under the order of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct

and inspect the said troops,

It is hereby agreed between the Governor General of India of the one part and His Highness the Jam Sahib of Navanagar, through Colonel W P Kennedy, at present Administrator of the State, of the other, as follows, namely-

1 Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued passed and exercised by the authorities of the Navanagar State, when the said troops are serving within the territorial limits of the said State Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Jam Sahib or of some person to whom the requisite authority has been delegated by him 2 In order further to ensure the efficiency of the said Imperial Service

Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness the Jam Sahib of Navanagar has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, mutatis mutandis, of the Indian Articles of War for the time being in force The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District. Contingent or force aforesaid

DATED JAMNAGAR. (Sd) W P. KENNEDY, Lieut. The 26th July 1860 Administrator, Navanagar

> (Sd) J M HUNTER, Colonel. Political Agent, Kathiawar

Approved and confirmed by the Government of India

By order,

SIMLA;
The 7th May 1901

H S BARNES,

Secretary to the Government of India, Foreign Department

No LXVI.

TRANSLATION of a WRITING passed on the 31st January 1773 between Drujfe Resil and Wagjee Dessy in behalf of RAWUL Brek Sing, Rajah of Bhownuggur, to William Andrew Price, Esq., Chief for Affairs of the British Nation, and Governor of the Moghul's Casile and Fleet at Surat.

The Nawab Momin Khan of Cambay, having been at Baroach, and fully empowered William Andrew Price Esq., to treat with the Rajah of Bhownuggur for the surrender of the fort of Toolajee to him, we, Dewjee Resil and Wagjee Dessy, being sent by the same Rajah, fully empowered by him to enter into an agreement for the said fort, have by this writing settled that it shall be delivered to the Rajah for the sum of Rupees seventyfive thousand, which the said William Andrew Price, on the part of the Nawab, agrees to, and which we, the said Dewice Resil and Wagice Dessy, also agree to and whereas the Nawab, having made good to the Honourable English East India Company the sum of Rupees twenty five thousand in part payment of the said fort, we, the said Dewice Resil and Wagjee Dessy, on the part of the said Rajah, agree that at the expiration of one month after delivery of the fort to the Rajah, with the same guns and stores as the Nawab received from the English, to make good to him the sum of Rupees twenty-five thousand and with respect to the balance of Rupees fifty thousand due to the Honourable Company, we agree to make it good in annual payment of Rupees fifteen thousand until the whole is discharged In this there is not to be any difference

Dated in Baroach, the 7th Zelimdah, in the year of the Hegira 1186 or the 31st January 1773

- (Sd) DEWJEE RESIL
 - " Wagjee Dessy,

We confirm the above

1 Kıst

DANIEL DRAPER (Sd) IOHN WATSON.

ROBERT GARDEN

BRUCE FLETCHER

WILLIAM SHAW

ROBERT GORDON

BENJAMIN LEWIS WILLIAM TAYLER 11

No. LXVII.

DRED passed on the 8th November 1808 to MAJOR ALEXANDER WALKER, RESIDENT at BARODA, on behalf of the HONOUR-ABLE COMPANY, by RAWUL WUKHUT SING, THAKOOR of BHOWNUGGUR, and his son KOONWUR WUIE SING. namely--

A bond executed to the Sircar of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, by which, through the medium and on the security of Bharote Umar Jugrope, we became bound to make good the yearly dues of our talook, amounting to Rupees 74,500 (khuranat inclusive), at Baroda for the period of ten years, and by a separate agreement from us, we also engaged for the perpetual payment of the same

Now the said revenue of Rupees 74,500 being transferred from the Sirear of Anund Rao Guikwar to the Honourable Company, I do hereby bind myself, and my heirs and successors, from generation to generation, to make good to them or their assignees, in each year, as follows -Magsur

| ı Do | • | • | Pous | • | | • | 24 833 |
|-------|---|---|--------|---|--------|---|--------|
| ı Do- | • | • | . Magh | • | • | | 24,833 |
| | | | | | Rupees | | 74,500 |

24 834

The said instalments being to be paid in the currency of Surat.

This engagement is renewable at the expiration of ten years from the year (1865, 1808-09) inclusive, and according to the terms of this engagement I do promise to abide for myself, my heirs and successors so long as my present possessions may remain with me, the said Rupees 74,500 being in full of all moolookgeeree demands whatever on my talook, either from the Peishwa's or Guikwar's government, and in case I do not pay at the stated

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periods of instalments, I do promise to pay at a rate of interest 1 per cent per month

Dated Sum aut 1865, 5th Kartick Vud or A D 8th No ember 1808

The above is truth

RAWUL WIRRITT SING

PERWANNAH from MAJOR ALEXANDER WALKER, in behalf of the HONOURABLE COMPANY, to RAWUL WILHUT SING, THAKOOR of BHOWNUGGUR and his son KOONWUR WUJE SING, to wit, dated 8th November 1808

Having under date the 2nd Kartick South 1864 (1st November 1807) executed an agreement to the Sircar binding yourself to pay to the Honour able Company the annual amount of your summabundee and Khurasaat, and which engagement is renewable in ten years from 1865 inclusive, therefore, pursue the cultivation of your district with confidence, and pay your jumma bundee and Khurajaat according to your bond, as the kists become due being for the following districts -

- 1 Oomrala Lolecana.
- 2. Talooka Muhwa and Bhauvur
- 3- h Deho e. 4 " Talaja &c
- 5. Talookas Iulalpore Marya, Dhusa, Lathia.
 - 6. Talooka Aimer
 - Wagnaggur
 - 8. Mouse N by Godrup Ashodur Sheldy Amba, &c., belonging to hiberapat.
 - g. Talookas Gudhsra and Bh mrad. 10. Monza Batooila.
 - 11 Talookas Sanbur and Koondala.

12 Talooka Gonda.oo

Should in any year any real distress occur, in that year the Sircar will consider the same You have afforded perpetual Fa el Zamin according to which perform your engagement, and be assured of receiving on all just cases the protection of government.

Neither the Peishwa's or Gulkwar government will afford any molestation in respect to the above jummabundee, and should they so do, the Com pany will answer the same

(Sd) A WALKER, Resident

Dated 8th Nowarber 1808.

No. LXVIII.

AGREEMENT, dated the 8th September 1840, between the HON-OURABLE EAST INDIA COMPANY and the PHAKOOR OF BHOWNUGGUR, RAWUL WUJESINGJEE, WUKHUI SINJEE, having been concluded, has been made out in three parts, signed and sealed, whereof one part is to be deposited with the GOVERNMENT of BOMBAY, one part with the THAKOOR, and one in the office of the COLLECTOR of AHMEDABAD,

ARTICLE I

The Thakoor, for and in consideration of the sum of Company's Rupees (Acoof) four thousand being paid to him by the said East India Company, and to be annually paid to him and his hereditary successors, agrees to relinquish all claims to any share in the land or sea customs at Gogo He also agrees to relinquish all claims to the Judice's claim of "Abkaree on tobacco or any other goods in that Cusha He further agrees are clinquish all claims to the Huk termed "Dulladee' and "Togee Veera," together with the Huk 'Bham Veera' in the said Cusha The Thakoor, moreover, agrees to relinquish all claims, and hereby acknowledges that he has no right to any Huk, Lawazums, Duty, &c, in Gogo Cusha, either from the East India Company or the East India Company's subjects, or to any arrears, on account of the above items, antecedent to the 1st December 1836

ARTICLE 2

And whereas an order was issued by the Honourable the Governor in Council of Bombay for stopping the coinage of money at Bhownuggur, now the Thakoor, in consideration of the annual payment to him and his hereditary successors by the East India Company of the sum of Company's Rupees (2,793 6 5) two thousand seven hundred and mnety-three six annas and five pies, hereby agrees to relinquish all and every description of coining money of every kind, both at Bhownuggur and its dependent villages as well as in his (the Thakoor's) Kattywar possessions, hereby binding himself to abstain from coining either copper, or any other sort of coin, both in the abovementioned places and everywhere else, and moreover hereby renounces all claims on account of the said Mint arising antecedent to ist December 1836

Under the above two Articles of Agreement, the East India Company consents to pay the Thakoor annually, commencing from the 1st December 1836, the sum of Company's Rupees (6,793 6 5) six thousand seven hundred and ninety three six annas and two pies

In witness whereof we hereunto set our hands and seals, John Hinde Folloctor of Continental Customs and Exesc, in behalf of the Last India Company, on the one part and the Thakor Rawul Wujessingtee on the other part, this eighth day of September, in the year of Our Lord one thousand eight hundred and forty, corresponding with Sumwut one thou sand eight hundred and meety-sis, Bhadurna Soodh twelfth.

(Sd) J. H PELLY,

Collector of Continental Customs and Excise

This Agreement was confirmed by Government on the 30th September 1840

No. LXIX.

TRANSLATED ENTRACTS from a LETTER addressed by the THAKOOR of BHOWNUGGUR to ARTHUR MALET, ESQ, POLITICAL AGENT IN KATTYWAR, dated the 18th January 1846

Your letter, dated the 3rd January 1846, has been received, and its contents have been understood You state that 'there is a difficulty regarding the duties leviable on boats passing to and fro from Bombay to Sinde, or elsewhere, which are obliged by stress of weather or other cause to touch at any of my Bunders that injury is thereby done to facility of traffic , that government has taken the case of such boats under its favorable consideration, and that the Rao of Kutch, to meet the wishes of government, framed certain regulations on the subject, dated 1st December 1840, that a copy of these regulations was forwarded to me in a letter dated 17th October 1844, in which I am informed that it is to my credit to make arrangements for preventing obstacles being thrown in the way of persons navigating boats, and that if I could make regulations at my Bunders similar to those which are in force at the Bunders of Kutch it would be pleasing to government and beneficial to my own interests.' You have asked me to reply to this letter I am most willing to pay every consideration to the wishes of government, and anxious to benefit the interests of my country, and I have therefore now sent a copy of the regulations in question to the Bunders of Mona and Tolaja that they may be enforced I have also given a copy to my mootsuddee at this place, with instructions to act accordingly.

Dated 6th Pous Vud 1902, corresponding with the 18th January 1846

No LXX

SETTLEMENT framed according to RESOLUTIONS of the BOMBAY GOVERNMENT, NOS 3826 and 3829, dated 23rd October 1860.

The following agreement between Her Majesty's Government and the Thakoor of Bhownuggur, Jussuntsingiee Bhowsingjee, having been concluded, has been made out and signed in three parts, of which one part will be deposited with Her Majesty's Government of Bombay, one part with the Thakoor, and one part in the office of the Collector of Ahmedabad —

ARTICLE 1

The Thaloor agrees that the lease of the villages of his talooka in the districts of Dundooka, Ranpore, and Gogo, which was executed in A. D. 1848, shall be cancelled from and after May 1st, 1861. Instead thereof the Thaloor hereby agrees to pay for the whole of the villages enumerated in that lease a fixed jumma of Rupees \$5,000 yearly for ever. This sum shall not be in any way affected by the result of any action or other process brought by any party, against the Thaloors inglit of possession in any part of the said talooka, nor shall the said estates, excepting Bhowningur, with Yudway. Schore and the ten villages thereof about to be attached to Kattywar, be exempted, on account of this payment, from any other general taxation not coming under the head of land tax or rental which Government may impose on their districts under the regulations.

ARTICLE 2

The whole of the Thakoor's claims upon government have been computed up to May ist, 1861, to amount to Rupees 12,21,041-13-7. To this the Thakoor agrees There is due from the Thakoor in revenue to government Rupees 12,71,062-11-0. This the Thakoor admits The balance, Rupees 59,020-13-5, the Thakoor agrees to pay into the Treasury before May 141, 1861. Except the annual sum of Rupees 6,800-2-2, compensation fixed in A D 1430 for the Thakoor's rights in Gogo and for his mint, no yearly or any other sum of compensation will remain due by government to the Thakoor after that dute. From and after November 1860, the Thakoor agrees to pay up his Kattywar tribute yearly in full according to settlement.

ARTICLE 3

The Thakor agrees to the following, instead of the rules heretofore followed, in collecting customs in the port of Bhowninggur —

- followed, in collecting customs in the port of Bhowninggur —

 1 Government shall collect port dues at the same rates as in British
 ports, and after deducting expenses shall hand the proceeds to the Thikour.
- 2 Government shall collect custons on trade to and from other than British ports on the continent of India at the same rates as may be from time

to time imposed by the British Government in their own ports. After deducting the necessary expenses three-fifths shall be the share of the Thahoor and two lithis the share of government.

3 The tariff in use in British ports shall be adopted instead of that now in use

4 Nothing in this agreement shall affect the articles of opium, spirits, and salt, which shall be dealt with as heretofore

ARTICLE 4

The Thakoor agrees to pay monthly into the Bhowinggur custom house the sum of Rupees 35 to cover the expense incurred by government in consequence of the opening of the port of Soondrye

ARTICLE 5

In consideration of the present settlement the Thakour agrees to abandon entirely his claims on the following subjects \perp

- 1 To compensation for loss caused by the imposition of an attachment by the Schlement Officer Mr Robers in λ D 1854
- 2 To the restoration of the villages Khurur Jhinjhur and Cher, or to a deduction from the Joonagurh Zorelulubee it they are not restored
- 3. To compensation for the loss caused by the closing of the harbour of Soondrye in Λ/D 1808.
 - 4. To a share in the customs and land revenue of Dhollerah
 - 5 To a certain cess and a share in the land revenue of Bhowliance

ARTICLE 6

Government having consented to acknowledge the Thakoor's claim to a half share in the village of Pavice in Dundooka, if on investigation it appears that his right to it wis not derived from the deceased Talookdar, a Kusbatee, the Thakoor agrees to accept a decision made on that understanding

ARTICLE 7

Upon the above conditions Her Majesty's government agree as follows -

Government concede as a favour, and not as a right, the transfer of Bhowmaggar istell, with Widwa Schore, and ten subbordinate villages from the district of Gogo, subject to the regulations, to the Kattywar Political Agency

Government will not lay claim to the enam villages subordinate to Wurtej

Part I

Government will not enforce their rights in the ports of Mowa and Wagnuggur

APTICIE 8

Government have agreed to cancel the above quoted lease executed in A D 1840 It is therefore cancelled from May 1st, 1860, and government agree as a favour to take in future the yearly sum of Rupees 52,000 as the jumma of all the villages specified in the said lease This sum shall not be hable to increase

ARTICLE O

- Government agree to admit Bhownuggur to the full benefits of a British port so far as the Thakoor may desire
- 2 On condition that the Thakoor abandons his claim to compensation for the sayer duties abolished in his talooka villages, government agree to abandon their present share in the customs and will take only two fifths of the net customs hereafter to be collected on trade to and from other than British ports on the continent of India
- 3 Government will collect the said customs according to the laws and tariff from time to time in force for British ports, and hand to the Thakoor three fifths of the proceeds after deducting the necessary expenses
- 4 Government will collect port dues at the same rates as in British ports, and deducting expenses, will hand over the whole proceeds to the Thakoor
- 5 Government will not interfere in any way with such customs as the Thakoor chooses to levy on trade to and from British ports on the continent of India
- 6 Government agree that the Thakoor shall enjoy a remission of customs on his private trade to the amount of Rupees 1,000 yearly according to the British tariff

ARTICLE 10

Government agree that the Thakoor shall open the port of Soondrye as a foreign port for the export of all articles the produce or manufacture of the continent of India, and for the import of such articles only as shall have been duly exported from a British port in the continent of India, except only that there shall be no traffic in spirits, salt, and opium

ARTICLE 11

Government will admit the Thakoor's claims to a half share in the village of Pauvee in Dundooka, if it appears on investigation that the right of the Thakour is not derived from the Kusbater. Talookdar of the other half

In witness whereof we berrunto set our hands and seals this 22nd day of December eighteen hundred and sixty, Sumwit mneteen hundred and seventeen, Margsur Soodh 10th

(Sd) GEORGE CLERK

" Justuatsingjee Bhowsingjee

No LXXI.

SETTLEMENT of 1866 revising the AGREEMENT of the 23RD OCTOBER 1860.

Whereas it has been found convenient to modify certain clauses of the agreement rathfied on the 22nd December 1860 between the Bruish Government and the Thakor of Bhavnagar, the following fresh agreement has been executed in two parts, of which one part will be deposited with the Government of Bombay and one part with the Thakor of Bhavnagar —

- I The Thakor agrees that the lease of the villages of his Taluka in the districts of Dhonduka, Ranpur and Gogo, which was accurded in A. D 1840 shall be cancelled from and alter Way 184, 1861. Instead thereof the Thakor hereby agrees to pay for the whole of the villages enumerated in that lease a fixed jama of Rs 52,000 for ever into the Treasury of the Kathawar Political Agency.

 This sum shall on no account be diminished.
- 2 The whole of the Thalor's claims upon Government have been computed up to May 1st, 1861, to amount of Rs 12,21,041 13 7 To this the Thalor agrees There was due from the Thalor in revenue to Government Rs 12,71,062-11 o This the Thalor admits The balance Rs 50,020 13 5 the Thalor has paid not the Gogo Treasury The Thalor now surrenders his claim to compensation for sayer duties and uccome tax which has accrued since May 1st, 1861, up to the date of this agreement.
- 3 I—The Thakor agrees to give up from the date of this agreement the pearly compensation for his mint and rights in the customs of Gogo Rs 6,850 -22 in return for the concessions made by Government in clauses to and 11 (2) of this agreement.
- II The Thakor agrees to repay the sum credited to him on account of compensation for Bharingar City town duties since Vay 1st, 1561. The amount is Rs. 2,05,942, which the Thakor agrees to repay by five equal yearly instalments, commencing on the 1st of Varch, 1866.

4 The Thakor agrees to the following instead of the rules heretofore followed in collecting customs in the port of Bhavnagar

I —The Thakor will collect port dues at rates not lower than those in force in British ports.

11 —The Thaker will collect customs on trade to and from other than British ports on the Continent of India at rates not lower than those which may be from time to time imposed by the British Government in their own ports

111 —The $\,$ tanif in use in British ports shall be adopted in the collection of the said customs

1V —Nothing in this agreement shall affect the articles of opium, spirits, and salt, which shall be dealt with as heretofore

5 The Thakor agrees to pay monthly into the Gogo custom house the sun of Rs 35 to cover the expense incurred by Government in consequence of the opening of the Pot of bundrye

6 In consideration of the present settlement the Thakor agrees to abandon entirely his claims on the following subjects —

1-To compensation for loss caused by the imposition of an attachment by the Settlement Officer, Mr Rogers, in A D 1854

II - To the restoration of the villages Khurur, Jiunjhur and Chur, or to a deduction from the Joonaghur Zorfulabee if they are not restored

III —To compensation for the loss caused by the closing of the harbour of Sundrye in A D 1808

IV -To a share in the customs and land revenue of Dholera

V -To a certain cess and a share in the land revenue of Bowliaree

7 Government having consented to acknowledge the Thakor's claim to a half share in the willage of Panvee in Dhunduka, if, on investigation, it appear that his right to it was not derived from the deceased Talakdar, a Kushati, the Thakor agrees to accept a decision made on that understanding

8 Upon the above conditions Her Majesty's Government agree as follows $\stackrel{\dots}{\longrightarrow}$

1—Government concede as a favour, and not as a right, the transfer of all the villages of the Thakor's Talukas in the Parganas of Gogo. Dhunduka and Kanpur as set forth in the list appended to this agreement from the jurisdiction of the Laws and Acts of Government to the Kathiawar Political Agency on the same conditions as to jurisdiction as the villages now under the Thakor's jurisdiction in Kathiawar.

II - In case the Government shall convict the present or any future Thakor of gross misconduct the villages set forth in the above list shall revert to the laws and jurisdiction of Government

III —In case any Mulgrassia shall raise a claim about any village set forth in the said list, as being held on mortgage, the claim shall be heard according to the rules of the Kathawar Political Agency, and the Thakor shall submit himself to the final decision of Government upon it

IV—Government will not lay claim to the mam villages subordinate to Wurter

,

- V —Government will not enforce their rights in the ports of Mhowa and Waghnuggur
- 9 Government have agreed to cancel the abovequoted lease excuted in A. D 1840. It is, therefore, cancelled from May 1st, 1861, and Government agree to take in future the yearly sum of Rs 52,000 as the jama of all the villages specified in the said lease. This sum shall not be liable to increase.
- 10 In consideration of the surrender by the Thakor under clause 3 of this agreement of the yearly compensation for his mut and rights in the customs of Gogo Rs. 6,800 z 2, Government will from the date of this agreement consider the jama of the four villages, Otera, Sandhera, Nagulpur and Malpur which is settled separately from the jama of the other villages, to be necluded in the above fixed yearly sum of Rs. \$2,000 and will not collect the separate yearly jama of Rs. \$2,000 hitherto collected on account of these four villages, but will accept the above sam of Rs. \$2,000 as the sole and entire jama of all the villages set forth in the list appended to this agreement, and this sum shall not be increased
 - 11 I—Government agree to admit Bhavnagar to the full benefits of a British port, so far as the Thakor may desire
 - II—On condition that the Thalor abandoned his claim to compensation for the sayer duties abolished in his Talisdain villages, Government by the agreement of December 22nd, 1860, abandoned their share in the Bhavingar customs, except two-fifths of the net customs hereafter to be collected on trade to and from other than British ports on the Continent of India, Government now in consideration of the surrender by the Thakor under clause 3 of this agreement of the yearly compensation for his mint and share in the customs of Gogo, Rs. 65,90-2.2; further agree to give up their share of two-fifths of the net customs level at the Port of Bhavingar on trade to and from other than British ports on the Continent of India. From the date of this agreement Government reserve no share in the customs of the Port of Bhavingar.
 - III Government will not interfere in any way with such customs as the Thakor chooses to levy on trade to and from British ports on the Continent of India.
 - 12 Government agree that the Thakor shall open the Port of Sundrye as a foreign port for the expect of all articles, the produce or manufacture of the Continent of India and for the import of such articles only as shall have been duly exported from a British port on the Continent of India except only that there shall be no traffic in spirits, sailt, or oppume.
 - 13 Government will admit the Thakor's claims to a half share of the village of Panvee in Dhandhua, if it appears on investigation that the right of the Thakor is not derived from the Kushati Talekdar of the other half

In witness whereof we hereunto set our hands and seals this 25th day of April A D, eighteen hundred and sixty six, Samvat nineteen hundred and twenty two, Vaeshak Sud 11

(Signed) H B E FRERE



F S CHAPMAN. Chief Secretary

RAWUL SHREE JESWUNTSUNG JEE BHOWSUNGJEE

LIST OF VILLAGES

REFERRED TO IN THE 8TH CLAUSE OF THIS AGREEMENT

Bhavnagar Taluka.

Bhavnagar Wndwa Roba Ukwara Udbewata Tursumia Juspura Phulsur Kurmudu Snrka Turuk Palri Narı Budhel

Malunka Hathub Bhutesur Khudsulu Bhumle Bhudbhudur Rutunpur Juna Alapur Rutunpur Nuwa Thilenr Koltak Lakbunka Kobri Sultanpur Rhum Wavn Bhundariu Rampura Chura Bhenswuri Sankrasur Jhanira

Schore Tal ba

Bhadoli

Nagdhumba

Schore Oosrud Ugiali Tana Bordi Kajawudur Rutunpur, near Tana Wudiu Wulawud Megwudur Ghangh Nesra.

Rajpura Khakhriu Kurder Surka Kuchotiu

New illages

Gundi Bupara Mandua Punchpipla Sosia Punchpipla Rajpura Rajpura Trapuj Pethulpur Khanturi

Deorgana Thordi Khudurpur Mitivirdi

Inam villages

Wurtej Sidhsur Sodwudra Sampura. Phuriadku Sodwudra Sedhawadur

Kalu, naste

DHANDHUKA PARGANA.

Patna Taluka

Patna Rutunwow Bhurbhir Kena Chukumpur lumrala Surway Ooulnow Ibinihawudur Iotingta Pattr Shirthule Keria near Patti Dhikwali Rhambun Wujeh Sumundeala 2 Lundra Tappur Dantretia Kanutulao

Sumundeala, r Kariani Lathidur Welawudur Wirdi or Rajghur Sujeh Oteria Sandhera Vagalpur Malour

RANPUR PARGANA

Botad Taluka

Botad Hurdur Sirwaniu Danknia Khankhoi Turkha

Kamad Rajpura Juna

No. LXXII

AGREEMENT entered into by the BHOWNUGGUR DURBAR for the CONSTRUCTION and MAINTENANCE of TELEGRAPH LINES between DHOLLER 1H and BHOWNUGGUR,—1874

Whereas the State of Bhownuggur is desirous of having a line of telegraph constricted from Dhollerah to Bhownuggur to be worked in connection with the British lines of telegraph the following terms are agreed upon by James Brathwaite Pele Esquire Acting Folitical Agent in Kattwar, on the part of the British Government, duly empowered by the Viceroy

and Governor General of India in Council on that behalf, and by Edward Hope Petersal, Esquire and Gowrishunkur Udeyshunkur Esquire Joint Administrators of the Bhowneggur State, on the part of the Bhowneggur State, duly empowered by the Administration of Bhowneggur on that behalf —

- I. The British Government agrees to construct for the Bhownuggur as a line of telegraph consisting of one wire to be carried on standards to be erected between Dhollerah and Bhownuggur at a cost of Rupees (21,000) twenty one thousand, more or less and the State of Bhownuggur agrees to pay to the British Government the cost of the line as the money may be required.
- 2 The receipts obtained by the opening of the Bhownuggur Telegraph the entire cost of repairing maintaining and working the telegraph line between Dhollerah and Bhownuggur, but when the receipts of the Office fall short of the cost of repairs, maintainane, and working the State of Bhownuggur agrees to make good the deficiency should there on the other hand be a surplus left after payment of all expenses such surplus shall be handed over by the British Government to the State of Bhownuggur.
- 3 With the consent of the Governor General in Council extra wires may at any time be added by the Telegraph Department for the Bhownuggur State on terms and conditions to be agreed upon at the time between the Bhownuggur State and the Government of India.
- 4 The line shall be called 'The Bhownugur Branch Telegraph Line?' and shall be managed and worked entirely by the officers of the British Telegraph Department. It shall not be dismantled without the consent of the British Government, but should it at any time be given up the maternias of which it is composed shall become the property of the Bhownugurg State

5 The accounts of the telegraph line shall be rendered yearly to the State of Bhownuggur, and the balance shall be adjusted without delay

- 6 The State of Bhownuggur agrees to apply to the Bhownuggur Telegraph line the provisions of the British Telegraph Act VIII of 1860, and such other Acts or legal provisions as have been, or may hereafter be, passed by the British Government with reference to telegraphs
- 7 The State of Bhonunggur agrees to apply to the Bhonunggur Tele graph line any Rules or Regulations that are now or may bereafter be made applicable to hiese of telegraph in British India The British Government will undertake to furnish the Bhonunggur State with accurate translations of such Acts, Rules, and Regulations
- 8 The State of Bhownuggur agrees that the Bhownuggur Telegraph line shall be opened to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose

BHOWNUGGUR, The 23rd January 1874 (Sd) J B Pelle, Acting Political Agent, Kattywar,

No LXXIII

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS the THAKOR SAHEB of BHANNAGAR for the introduction of DEFINITE ARRANGEMENTS for the EFFECTIVE CONTROL and DISCIPLINE of HIS IMPERIAL SERVICE TROOPS when serving beyond the PRONTIERS of his STATE—1800

Whereas His Highness Thakor Saheh Bhawsinghii of Bhavnagar maintains a force of Imperial Service Troops for the purpose of co operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Bhavnagar State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperal Service Troops, though British officers are employed in order to instruct and inspect the said troops,

It is hereby agreed between the Governor General of India of the one part and His Highness Thakor Saheb Bhawsinghji of Bhavnagar of the other, as follows, namely—

- I Whenever the said troops or any portion thereof are moved beyond the fronter of the said State they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Blavingar State, when the said froops are serving within the territorial limits of the said state. Provided always that the execution of every sentence so passed in British territory shall be earned out under the orders of his Highness the Thakor Sabeb or do some person to whom the requisite authority has been delegated by him
- In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highbess Thalor Shahe Bhawsinghi of Bhawangar has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, multitudent mutandit, of the Indian Articles of War for the time being in force The

due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or force aforesaid

DATED BHAVNAGAR, Seal of the State.

(Sd) BHAWSINGHJI,

Thakor Saheb of Bhavnagar

(Sd) J M HUNTER, Colonel,

Political Agent. Kathiawar

Approved and confirmed by the Government of India

Simla,
The 7th May 1901

By order,
H S BARNES,
Secretary to the Government of India,
Foreign Department

No LXXIV.

TRANSLATION of an AGREEMENT EXECUTED BY RANA SIRTAN-JEE AND KOOER HALLAJEE OF POREBUNDUR, renouncing in future Piracy and all Right to Wrecks.

Be it known to all that we, Rana Sirtanjee and Kooer Hallajee of Porebundur, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind ourselves, our heirs and successors, to observe the following Articles of Agreement concluded by us, Rana Sirtanjee and Kooer Hallajee of Porebundur, on our part, and by Maior Aksander Walker on the part of the Honourable Company —

ARTICLE 1

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, we, Rana Sirtanjee and Kooer Hallajee of Porebundur, do in like manner for ourselves, our heirs and successors, engage not to permit, instigate, or connive at any act of puracy being committed by any person under our authority, or subject to our control, nor shall those who follow the profession of piracy receive protection or assistance in our ports. We do also bind ourselves to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly affect every possible assistance to the vessels in distress, and renounce all claims to wrecks to which an owner capable of proving his right may appear

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have anission into our ports for the purposes of carrying on freely trade and commerce, and those merchants and traders who are subject to our authority shall in like manner be allowed to visit and to trade in the countries and harbours of the Honourable Company

ARTICLE 3

It is further agreed to by us that to prevent all future causes of dispute or misunderstanding, the Honourable Company may appoint an agent tessile at Porchandur, and from time to time cause one of their (Company's Sircar) vessels to visit the port and make such inspections as may be necessary to ascertain that all these Articles are observed involably.

No. LXXV.

ARTICLES OF ENGAGEMENT from RANA SIRTANJEE and KOOER
HALLAJEE OF POREBUNDUR to the HONOURABLE COMPANY, dated the 5th December 1800.

ARTICLE I.

Rana Sirtanjee and Kooer Hallajee agree to code to the Honourable Company one half of the port of Porebundur, with a full participation in all its rights,

ARTICLE 2

In consideration of the above cession the Honourable Company engage to take upon themselves the satisfaction of a part of the claims of the Guikwar Government on Porebundur equal to the amount of Rupecs (50,000) fifty thousand

ARTICLE 3

For the amount so advanced Rana Sirtanjee and Kooer Hallajee engage and do hereby transfer to the Honourable Company a mortgage, until the said Rupees 50,000, with its interests at 9 per cent per annum, be fully paid

ARTICLE 4

The above arrangement places the State of Porebundur under the Bahandary and protection of the Honourable Company, who will assist and protect the rights and interests of Rana Sirtanjee and Kooer Hallsjee in all just cases, and for this purpose they will station a Captain and 100 men in Porebundur.

ARTICLE 5

The demands of the Rana of Porebundur on the Kamdars and others, and the demands of other places on Porebundur, will be decided by the Honoutable Company in conformity to justice The Rana Surtaujee and Kooer Hallajee eugage to abide by the Company's arbitration

ARTICLE 6

The above engagement is permanent between the Rana Sirtanjee, Kooer Hallajee, Kooer Prutheeraj, and their heirs and descendants, for

ever, on one part, and the government of the Honourable Company on the other

Done at Porebundur, 5th December A D 1809, corresponding with the 13th Kartick Vud 1866 Sumwut

Sahee, in the handwriting of Sirtanjes, Rana of Porebundur

No LXXVI.

AGREEMENT passed by F S P LELY, Esq, ADMINISTRATOR of the STATE of PORBANDAR, on behalf of RANA SHRI VIK-MATJI, to LIEUT-COL WODEHOUSE, ACTING POLITICAL AGENT in Kathiawar, representing the British Government, for the abolition of customs duties on vessels of the Navanagar State touching at ports in the Porbandar State but not discharging cargo

Whereas the State of Porbandar used to levy at its ports customs duties on all vessels belonging to the merchants of the State of Navanagar, touching at the said ports but not discharging cargo and whereas such levy now appears to the Porbandar Administration obnovious to trade, the Administrator agrees as follows on behalf of Rana Shri Vikmatj.—

F S P Lely, Esq., Administrator of the State of Pothandar, in consideration of a corresponding agreement made by the State of Navanagar, hereby agrees for Rana Shri Vlamatii, his heirs and successors, so long as the corresponding agreement be observed not to levy any customs duties upon vessels of the Navanagar State, which may touch without discharging cargo at any of the ports in the Porbandar State

PORBADAR,

This agreement was approved and confirmed by His Excellency the Viceroy and Governor General in Council

FORT WILLIAM, The 20th January 1888

(Sd) W J CUNINGHAM, Off Sccy, to the Gott of India.

Foreign Dept

No. LXXVII

ADOPTION SANAD granted to the RANA of PORBANDAR,-1890

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated and that the representation and dignity of their Houses should be continued 1 hereby, in fulfilment of this desire, convey to you the assurance that, on fadure of natural heirs the adoption by yourself and future Rulers of your State of a successor according to Hindu law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligation to the British Government.

Simla, (Sd) Landowne,

The 23rd June 1890 Viceroy and Governor-General of India

Similar sanads were granted to the Chiefs of Dhrangadra, Morvi, Lunarvara, Sunth, Bariya Chhota Udaipur, Jawhar, Dhrol, Limri, Palitaoa, Wadhwan, and Wankaner

No LXXVIII

ARRANGEMENT for the SFTTLEMENT of DISPUTES between the STATES of MORVI and CUTCH,-1904.

SANAD.

Whereas certain disputes have for a long period existed between the States of Cutch and Morry regarding their respective rights and interests in the Cutch pennisula and in Kathhawar and in the creek and hands intervaing between either shore, and whereas Mr R V Kennedy, I C S, who was appointed Commissioner to value the said respective rights and interests, made certain proposals for an exchange between the two States with a view to the final settlement of the said disputes, and whereas these proposals have been approved and confirmed by Her Valgesty's Secretary of State

The Governor General in Council has pursuant to the decision of Her Majesty's Secretary of State, communicated in his Despatch No 13 of 8th February 1900, ordered the following arrangements for the purpose of giving effect to the said decision —

1 The Cutch and Morri States respectively will subject always to any rights and interests appertaining to the Paramount Power, have and hold their several coasts with riparian rights, rights of customs and all other tights and interests free each from any interference or obstruction by the other, on either side of a line drawn as follows —namely, commencing from the Gulf of Cutch the line runs along the centre of the Hansthal creek, then from where Chach Nes, joins the Hansthal along the centre of Chach Nes, right up to the present termination of Chach Nes at the point marked A on the accompanying map, which point A lies on a straight line between Vandhia village site and Tonk Hill, approximately equidistant (six and a half miles) from either eastward of point A the line runs along the centre of the Runn equidistant from the Cutch and Morvi shores, the channels of Hansthal and Chach Nes are neutral

- 2. On the Cutch side of this line the six villages of Adhoi, Halrae, Rampura, Wastwa, Gamano, and Gharana will belong to the State of Morvi with no special privileges of trade but with the same rights that are enjoyed by many Native States holding small territories surrounded by British districts, while the rights of the Morvi State in the villages of Amardi, Janghi, Chandrodi, and Laliana Pati will be estinguished and the said villages will belong exclusively to the Cutch State
- 3 On the Morvi side of the line the Morvi State will hold and enjoy all rights hitherto enjoyed or claimed by the Cutch State in the port of Vavania and all the maritime rights of Cutch in the territorial waters of Morvi

No. LXXIX.

AGREEMENT entered into by the GONDUL DURBAR for the CON-STRUCTION of a Telegraph Line,—1874.

Whereas the State of Gondul is desirous of having a line of telegraph constructed from Rajkot to Dhorage vid Gondul, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by Colonel William Warden Anderson, Political Agent in Kattywar, on the part of the British Government, duly empowered by the Viceroy and Governor General of India in Council on that behalf, and by Captain Augustus Marshall Phillips, Assistant Political Agent in charge Gondul, duly empowered by the Administration of Gondul on that behalf —

1 The British Government agrees to construct for the Gondul State a line of telegraph, consisting of one wire, to be carried on standards to be exected between Rajkot and Dhorajee was Gondul, at a cost of Rupees (31,200) thirty-one thousand and two hundred, more or less, and the State of Gondul agrees to pay to the British Government the cost of the line as the money may be required

- 2 The receipts obtained by the opening of the Gondul and Dhorajee Telegraph Offices shall belong exclusively to the British Government, who shall deltay the entire cost of repairing, maintaining and working the telegraph line between Rajkot and Dhorajee vid Gondul, but when the receipts of the Office fall short of the cost of repairs, maintenance, and working, the State of Gondul agrees to make good the deficiency, should there, on the other hand, be a surplus left after parment of all expresses, such aspriles shall be handed out by the British Government to the State of Gondul.
- 3 With the consent of the Governor General in Council extra wires may at any time be added by the Telegraph Department for the Gondul State on terms and conditions to be agreed upon at the time between the Gondul State and the Government of India.
- 4 The line shall be called 'The Gondel Dhorajee Branch Telegraph Line,' and shall be managed and worked entirely by the officers of the British Telegraph Department. It shall not be dismanifed without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall become the property of the Gondul State.
- 5 The accounts of the telegraph line shall be rendered yearly to the State of Gondul, and the balance shall be adjusted without delay
- 6 The State of Gondul agrees to apply to the Gondul Dhorajee line provisions of the British Telegraph Act VIII of 1860, and such other Acts or legal provisions as have been, or may hereafter be, passed by the British Government with reference to the telegraphs
- 7 The State of Gondul agrees to apply to the Gondul-Dhorajee Telegraph line any Rules or Regulations that are now, or may hereafter be, made applicable to lines of telegraph in British India. The British Government will undertake to turnush the Gondul State with accurate translations of such Acts, Rules, and Regulations.
- 8 The State of Gondul agrees that the Gondul Dhorajee Telegraph line shall be open to the inspection and supervision of the Director General of Telegraphs and of any officer deputed by him for that purpose

(Sd.) W W ANDERSON, Colonel,
Political Agent.

GOVDUL, (Sd) A. M. PHILLIPS, Capt,
The 11th July 1874. Asst Pollt Agent, in-harge Gondul State,

for Thaker Sakeb Bhugwutsingjee.

No LXXX.

AGREEMENT between THAKOR SAHEB SHRI BHAGWATSINGJI, Chief of Gondal, in Halar, and COLONEL JOHN W. WATSON,

Political Agent in Kathiawar, - 1886

Whereas it has been considered expedient by the British Government to transfer its civil station from Manekvada within the limits of the Junagad State to Jetalsar within the limits of the Gondal State,

And whereas a certain plot of ground forming the piece and parcel of land hereinafter specified and situate in the village of Jetalsar of mahal Dhoraji of the Gondal State is required to be occupied by the British Government for the purpose of establishing the said civil station thereon,

And whereas the Thakor Saheb of Gondal is willing to assist the British Government in this behalf,

The saud Thakor Saheb of Gondal agrees to assign, on payment of the annual rent specified below, the saud plot of ground unto the Government of Bombay for as long as it may be required by that Government for the purpose of a civil station, subject to the conditions hereinafter mentioned and agreed to by both parties to this agreement

The land in question measures 550 acres, as per map appended, the boundaries are as follows —on the north west the land of moje Mandlikpar belonging to the Junagad State and the line of the Bhavnagar Gondal Railway, on the south and south west the land of moje Sankhi belonging to the taluka of Jetpur and the land of moje Mandlikpar belonging to the Junagad State, and on the north east the proposed line of the Railway extension from Jetalsar to Veraval

The sum of Rs 1,800 shall be paid annually as rent for this land by the British Government to the Gondal State, and the whole plot in question is to be at the absolute disposal of the British Government during occupancy

The right to cut wood or graze cattle in the said land shall vest in the British Government, but no privilege of cutting wood or grazing cattle or in any way making use of any other Gondal land outside the limits of the land bereby assigned to it by this agreement shall be claimed by the British Government or the residents of the new station

The civil and criminal jurisdiction in respect of all causes of action that may arise or of all crimes that may be committed within the limits of the land hereby assigned to the British Government shall vest in the British Government But it is understood and agreed by both parties to this agreement that this is in no way to affect the jurisdiction of the Gondal State in respect of all civil actions the cause of which may arise or of all crines which may be committed outside the limits of the land hereby assigned to the

British Government, but within the limits of the Gondal State, and that the inhabitants of the Gondal State who may reside or live in the new station or possess property therein are not to be thereby entitled to any assistance from or protection by the British Government.

The authorities in the new station are not to possess any right of forced labour or any privilege of making requisitions for the service of artisans. In time of necessity carriage must, however, be furnished according to the same scale that it may be demanded from other tributatry States.

Certain custom dutes called "Mandix" are now levied by the Gondal State on all articles of trade exported from and unported into the village of Jetalsar. These the Gondal State shall continue to levy in the village of Jetalsar as real as on goods exported from the new civil station, subject to such variations and modifications in rates, &c., as the Gondal State may from time to time think advisable to make, with this reservation, however, that on increase of the custom dues on goods exported from the civil station shall be made without the consent of the Political Agent, and that the rates and rules for the levy of these dues shall always be uniform for the Jetalsar village and the new civil station.

It is agreed between both parties to this agreement that should it be loud necessary by the British Government hereafter to expand the state beyond the limits of the land hereby assigned to it, the expansion shall be made by the British Government taking, and the Gondal State giving, so further land of the Jetalsar village as may be convenent to both parties, and on such condutions as may be agreed upon between them at the time. The station shall not be extended under any circumstances by taking up any land belonging either to the Junagad State or the Jetpur Tallub;

It is further agreed between both parties to this agreement that should the Brutish Government find it expedient at any time to relinquish the occupancy of the land hereby assigned to it by removing the station elsewhere or otherwase, the land must be returned to the Gondal State and to no other, on condition that while the Gondal State would not thenceforward be entitled to claim and recent from the Brutish Government the annual rental thereof, the Brutish Government would not be entitled to claim and receive from the Gondal State the cost or rent or any set-off whatever in respect of the buildings and other properties constructed and standing thereon at the time of such relinquishment.

The right of keying excess duty on spiritures beques, both comitry and foreign, on opinim and on bhang gains and other intoxicating drugs within the limits of the land hereby assigned to it shall vest in the British Government, but it is agreed that the lequor and other contractors' heenses or farms are not to extend beyond the limits of the crist station.

Should a cotton market be established hereafter within the limits of the new station, the question of its maintenance and of any consequent change

in the rates of Mandvi dues on cotton levied by the Gondal State shall; be dealt with in, and from the subject of, a fresh agreement

EDINBURGH,

The 28th July 1885

(Sd.) CHARLES WODEHOUSE, Lieut Colonel,
Acting Political Agent,
RAJKOT,
The 11th October 1886

NO. LXXXI.

No billin

ADOPTION SANAD granted to the THAKOR SAHEB of GONDAL,-

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State of a successor according to Hindu Law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

SINLA,
The 1st August 1889

(Sd) LANSDOWNE, Viceroy and Governor-General

No. LXXXII.

ARTICLES of AGREFMENT with SECDEE HILLOL, on the part of himself and the INHABITANTS of JAIFERABAD, dated the 3rd January 1761.

Seedee Hillol professes himself a servant of Seedee Yacood Khan, of Injecrali, and faithfully promises obedience to all lawful orders of the said Yacood Khan and his successors in the rates of Mandyi dues on cotton levied by the Gondal State shall be dealt with in, and from the subject of, a fresh agreement.

EDINBURGH, Sd BHAGWATSINGJI,

The 28th July 1686 Thaker Saheb, Gondal

(Sd) CHARLES WODEHOUSE, Lieut Colonel,

Acting Political Agent,

RAJKOT, For Colonel JOHN WHALEY WATSON,

Political Agent, Kathiawar

No LXXXI

ADOPTION SANAD granted to the THAKOR SAHEB of GONDAI,-

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now, govern their own teratories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of its desire, convey to you the assurance that, on failure of natural hers the adoption by jourself and future Rulers of your State of a successor according to Hindu Law and to the customs of your race will be recognised and continued.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

SIMLA,
The 1st August 1689

(Sd) LANSDOWNE, Viceroy and Governor General

No LXXXII

ARTICLES of AGREEMENT WILL SEEDEE HILLOL, on the part of himself and the Inhabitants of Jai Ferabad, dated the 3rd January 1761

Seedee Hillol professes humself a servant of Seedee Yacood Khan, of Injecrah and faithfully promises obedience to all lawful orders of the said Yacood Khan and his successors. Seedee Hillol having received many favours from the Honourable English Company, and being promoted to the Foundary of Jaffershad by their interest and intercession with his master Seedee Yacood Ishan, to testify his gratified to them and to promote the welfare of the "reliabilistics" of Jaffershad, has entered into the following Articles as the foundation of a firm and lasting peace, rist —

ARTICLE 1.

That a strict friendship is now entered into between the English in all parts of India and the inhabitants of Jafferabad, alias Musafarabad.

ARTICLE 2

That no boats or vessels, with English passes and colours, shall be molested on the high seas or elsewhere by those of Jafferahad, and all Jafferahad trading boats, with Seedee Hillols pass and colours, be treated as friends by the English.

ARTICLE 3

All boats and vessels of both parties being in distress, and going into the ports of one another shall have all possible assistance afforded them, and liberty given to go away when they please, as is customary between fin

ARTICLE 4

That the merchants of Bomba; and Jafferabad have free liberty of trade to those and all other parts under their respective jurisdictions on paying such duties as are established now or may breafter be settled.

ARTICLE 5

That the Honourable Company's crusers shall not be subject to anchor age, or any other fees of that nature, paid by merchants' boats.

ARTICLE 6

The inhabitants of the adjourng country of Jafferabad often making use of the name of Jafferabad metchants, to get the Homonrable Company's pass and afterwards employ their boats in purating, it is agreed that Seeder Hildle shall gue letters to merchants only, and those such as he is well assured are fit to be trusted—and that none but such as produce his letters shall have the Homonrable Company's pass granted they.

ARTICLE 7

Seedee Hillol promises not to give his pass to any of the Jafferabad cruising boats, not to those of Sultanpore, or any pirates whatever

ARTICLE 8

In case any Jafferabad boats are taken or detected in molesting, seizing or plundering any vessel, with English pass and colours, the Honourable Company may treat such boats and their crews in what manner they please

ARTICLE 9

That Seedee Hillol will use his best endeavours to supply Bombay with live cattle, whenever occasion may require, they being paid for on delivery

ARTICLE 10

As Seedee Hillol is desirous of increasing the trade of Jafferabad, he has requested that the merchants of that place who shall procure his pass may be permitted to trade to Surat with freedom, and enjoy the privileges granted them many years since it is agreed that the Honourable the President and Council shall recommend to the Chief and factors at Surat to procure from the government a full and free permission for their trading thither, and enjoying all their ancient privileges, taking care that they meet with no oppressions whatever

ARTICLE 11

Seedee Hilol faithfully promises to use his endeavours to bring the Sultanpore Koolies to Articles of Agreement not to molest the ports of Broach Jamboseer, Cambay, Gogo, &c and in case the Koolies will not be prevailed upon in this point, Seedee Hilol engages to join with us in a respection against them, he with his land forces, and we with our fleet.

ARTICLE 12

The city of Surat and the town of Bhownuggur being under the protection of Surat Castle, now in possession of the Honourable Company, by writtee of the King's royal Firman, the merchants and inhabitants of both places are comprehended in this Treaty, therefore, should they be treated with violence in their trade or persons by the Jafferabad boats or forces, the Honourable Company will resent it.

ARTICLE 13

In case any vessels or boats shall be wrecked on the coast of Jafferabad or anywhere within its jurisdiction, belonging to the English, Seedee Hillol laithfully promises that all assistance shall be given suitable to the occasion, and should their vessels, their cargoes, sails, stores, etc., afterwards be saved every article shall be restored to the owners, without his detaining or keep mig the least part thereof, under any pretence whatever, and the Honourable Company engage to do the same by any trading vessels of boats belonging to Jafferabad, which may have Seedee Hillols pass and colours, and meet with the like misfortune in any port or place of their jurisdiction.

Part I

In confirmation of the foregoing Articles, the seals of the Honourable Company and Seedee Hillol are affixed to two papers, of the same tenor and date, one to remain with the Honourable the President and Council of Bombay, and the other with Seedee Hillol

Bombay, the 3rd January 1761 or the 25th of Jamudilavul 1174

No LXXXIII

AGREEMENT between the REGENT LADY NANEEBA on behalf of THAKOOR JHAREJA BAWAJEE of RAJKOT in HALLAR (a minor) and MAJOR R H. KEATINGE, V.C., POLITICAL AGENT IN KATTYWAR.—1864.

ARTICLE

The Raykot Thakoor, for the purpose of assisting government in establishing a civil station on its own ground at Raykot, willingly assigns to the officers of the Government of Bombay, in perpetuity, a spot of ground situated on the west or left bank of the Agee river

ARTICLE 2

A map of the land, which measures about 385 acres, is appended.

ARTICLE 3

The west half of the river-bed, where it touches the station land, is to be considered to belong to the latter

ARTICLE 4

80,809 square yards, to the extent of ten kos (water bags) irrigation on three wells, granted in charity to certain brahmus, shall be continued in the holder's possession in enam tenure, but the same shall be considered as included mithin the station jurnsdiction

ARTICLE 5

The sum of Rupees (1,500) one thousand five hundred as compensation for the loss sustained by the Rajkot State is to be permanently deducted of this plot of land is to be at the absolute disposal of the plot of land is to be at the absolute disposal of the British Gorenset. The whole no person summary any proprietary right or right of cultivation within its bounds, with the exception of the garden grants referred to in the foregoing Article.

ARTICIR 6

No privilege of grazing cattle, or of in any way making use of any Rajkot land outside the limits assigned, is to be claimed by the authorities or the inhabitants of the civil station.

ARTICLE 7

A site of not less than fifty yards square is to be given to the Rajkot Durbar in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices

ARTICLE 8.

It is to be understood by both parties that the establishment of this cities station in the vicinity of Rajkot is not in any way to affect the civil jurisdiction of the Rajkot Sate, and that the inhabitants of Rajkot, who may live in the civil station, or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which the cause of action has anseen in the Rajkot territory.

ARTICLE Q

In the same manner the criminal jurisdiction of the Rajkot State is not in any way to be prejudiced or curtailed by the establishment of the civil station, but that State is to continue to enjoy the same privileges of civil and criminal jurisdiction that may be continued to other tributary. States of equal rank and position

ARTICLE 10

The authorities in the civil station are not to possess any right to forced labor or any privilege of inaking requisitions for the services of artizans. In time of necessity carriage must, however be furnished according to the same scale that it may be demanded from the other tributary States.

ARTICLE 11

The right of the Durbar to take transit duty on goods passing into or leaving the station to the extent sanctioned by the custom of the country is allowed This duty must, however, cease if it should be generally relinquished in the province

ARTICLE 12

The Durbar are not to possess the right of levying this transit duty in the civil station limits, but it is understood that they will be allowed to do so as long as their officers do not give trouble or cause inconvenience to the controlling authority. In the latter case the duty must be collected outside the station limits

ARTICLE 13

In case that government should at any time abandon the station, the had must be returned to the Rajkot State, and not to any other talcoka, and the payment of Rupers (1500 one thousand five hundred yearly to be made on the fart of British Government must cease. But, under such er cumstances no claim is to be made on the Durbar for the value of the buildings constructed upon the land.

ARTICLE 14

A passage shall be left on the bank of the triver along which cultiva tors and cattle of the town of Rajkot shall be allowed freely to pass.

ARTICLE 15

An assistant officer is to have charge of the Agency Bazar in order that appeal from either party may lie in the Political Agent's Court.

VELICIP 10

'No person shall be entired into the civil station, but once permanently residing there will cease to be subject to the Rajkot Durbar. Such residence will not gue any claim to the protection of the Agency regard aglanded and other property within the jurisdiction of the Rajkot Durbar.

ARTICLE 17

Claims regarding robberies occurring within the station limits shall be disposed of according to the general custom of the country

ACTICLE 18.

At the special request of the Rajkot Durbar, it is agreed that no persons are to be allowed to fish in the Ajec rucer opposite the town of Rajkot, or for one mile up stream, or in that portion of the small stream on the north of the town from the bridge to where it joins the Ajec rucer

(True copy)

(Sd.) R. H KEATINGE,

Political Agent

RAJKOT,
25th September 1863

for the loss 5
from the tribu

No. LXXXIV

of this plot of a SANAD granted to the THAKUR of RAJKOT,—1890 no person having a superson having a superson that the Governments of the several Princes are their own territories should be a superson that who now govern their own territories should be

perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindu Law and to the customs of your race will be recognised and confirmed

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government,

(Sd) LANSDOWNE, CALCUTTA, (Sd) LANSDOWNE,
The 16th December 1890 \ Viceroy and Governor-General of India

No LXXXV.

AGREEMENT between RAJ SINGJEE THAKOOR of WUDWAN, in JHALAWAR, and MAJOR R. H KEATINGE, V.C., POLITICAL AGENT in KATTYWAR,-1864

The Thakoor, for the purpose of assisting Government in the adminis tration of the district of Ihalawar willingly assigns to the officers of the Government of Bombay, in perpetuity, a spot of land situated on the north or left bank of the river Bhogowa opposite the village of Ruttunpore, for the purpose of establishing a British station

The land measures about 1 760 yards, or one mile east and west, and one thousand yards north and south. A map of the ground is appended

The northern half of the river bed, where it touches the station land, is to be considered to belong to the latter

The sum of Rupees 2 250 (two thousand two hundred and fifty) as compensation for the loss sustained by Wudwan in assigning this land, is to be permanently deducted from the tribute payable by Wudwan to the British Government The whole of this plot of land is to be at the absolute disposal of the British officers, no person having any proprietary right or right of cultivation within its bounds

No privilege of grazing cattle, or of in any way making use of any Wudwan land outside the limits assigned, is to be claimed by the British authorities or the inhabitants of the station

A site of not less than fifty yards square is to be given to the Wudwan Durbar in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices

It is understood by both parties that the establishment of this station in the vicinity of Wudwan is not in any way to affect the civil jurisdiction of the Wudwan State and that inhabitants of Wudwan, who may live in the station or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which the cause of action has arisen in the Wudwan territory

In the same manner the eriminal jurisdiction of the Wudwan State is not in any was to be prejudiced or curtailed by the establishment of the station but that States is continue to enjoy the same privileges of and criminal justicies is to continue to enjoy the same privileges of and criminal justicies is continued to other tributary States of equal rank and position

The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisitions for the service of articals in time of necessity, carriage must, however, be furnished according to the same scale that it may be demanded from other tributary States

Certain custom duties are levied in the city of Wudwan, as in other the under native rule, on all goods that change hands or are stored within another only pay 'c checla' or transit duty.

The authorities of Wudwan having expressed a fear that in case of merchants establishing themselves in the station, and their having no right to custom duty on their trade, these collections in Wudwan might be very injuriously affected it has consequently been agreed—

- That the Wudwan Durbar is to take no Dan Zucaaf or any description of custom duty on grain, merchandise, cattle, forage, or fuel passing into a On all such stitute.
- 2 On all such articles leaving the station, the Durbar may collect a custom duty according to the separate statement annexed
- 3. In case the Durbar should hereafter lessen their customs duty in Mudwan, a proportional decrease is to take place in the rates levied on the rates levied on station, but no meases in to be made to the other chief out and another the content of the Polinical Agent or other chief cut al-athority in Katti war.
- A The Durbar are not to possess the right of levying this duty in the ast their officers do not it is understood that they will be allowed to do so as long authority. In the latter case the duty must be culveted outside it station limits.
- Dooding the Dather of the land taken for the station belongs to the town of agreement to the propertors of that place.

The right of the Durbar to take transit duty on goods passing into or learing the value of the extent sanctioned by the customs of the country, is aboved. This does must, however, cease if it should be generably re-aquished in the province. In case that government should at any time abandon the station, the lambs be returned to the Wudwan State, not to any other talooka, and the payment of Rs. 2,250 (two thousand two hundred and fifty) yearly to be made on the part of the British Government must cease, but, under such circumstances, no claim is to be made on the Durbar for the value of the buildings constructed upon the land.

At the special request of the Thakoor, it is agreed that no persons are to be allowed to fish in the Bhogowa river opposite the city of Wudwan, or

for one mile east or west from its walls.

(Sd) R H KEATINGE, Political Agent.

Statement showing the amount of Import and Export Duties fixed to be levied in the Wudwan Talooka.

| Na | Name of Articles. | Per | Amount now fixed on account of import and export duties in small maunus, | Amount to be levied in manual of 1,000 tolar | Rentee |
|----|---|--|--|--|--------|
| : | Grain | Kulsce | 180 | 1 74 0 | |
| , | Toot, Dani and Rice Sugarcandy, Sugar soft, Betcinuts, Tobacco, Leggery, dry Dates, wet Dates, Dhuna, Cummin, Chillies, Iron, Moura, etc. | Maund . | | 0 2 6 | |
| 3 | Cotton Seeds | Six maunds | 014 | 0 1 6 | * |
| • | Ghee | }************************************* | | 0 3 9 | |
| 5 | Od | Ditto | 0 1 5 | | |
| 6 | Coccanuts | Hundred . | 010 | 030 | ! |
| 7 | Copper, Brass, Justit, of Pewter, Tin, Kansa, Lend, and Vessels made of | Maued . | | | |
| | B Cardanome, Cloves, Javuntree, Nulmege, Cincamon, etc., Assautate and Keesur | }Ditto | | | |
| | 1 | Date | | | |
| | Cotton Pods, with cotton in | 20 maunda | |] | |
| | Carte conveying materials for houses, Dhoi- lios or cots, etc. | Each cart . | | | |

Statement showing the amount of Import and Export Duties fixed to be levied in the Wudwan Talooka-concld

| No | Name of Articus, | Pet | Amount now fired on account of import and export du ice in assault mannes, | Amount to be levied in manages of a constant | Rousele |
|----|---|-----------|--|--|----------------------------------|
| •• | Certs conveying mangees . | Each cart | 140 | 144 | ged à mused of mangres. |
| '1 | Plantains and segurcanes | D tto | | • • • | end on plantains tegen 21 hea |
| ** | Cotton thread | Maund | | . 7 4 | Cancl. |
| 15 | Sca ciotà | Piece | | | |
| * | Coretry Carton Cloth, coloured and uncolour- | Dirto | , | , | |
| 17 | Europe Cock, Medaposame, etc. | Dto | | , | |
| | The mand is to be counted at an ocers of an toke each for all goods | - | | | |
| | A kniere is to be courted thaty maunds | | | | |
| | | | | | |

RAJLOT 7th January 1864

(Sd) R. H KRATINGE, Political Agent

No LXXXVI

ENGAGEMENT passed by Major R. H. KEATINGE, v.C., POLITICAL AGENT IN KATTYWAR, to KURSUNSUNG, GOVINDSUNG, and UNERFSUNG, BHOOMIAS of the VILLINGE of DOODREJ IN JIAA AWAR,—1864.

The officers of government requiring a small piece of land, measuring about twenty live tiers, on the bodies of your village, for the purpose of establishing a station it is agreed that you are to receive as compensation for it a remission of your tribate to the amount of Rupees (250) two hundred and fifty result.

The whole of the plot of land is to be at the absolute disposal of the British officers, no person having any propnetary n_0 ht or n_0 ht of cu tivation within its bounds

water Doolies, beyond the fix now travel of, is to be claimed by the British acts as a fix now travel of, is to be claimed by the British acts as a fix the engagement.

A site of not less than twenty five yards square is to be given to the proprietors of Doodrej in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices

The Bhoomias of Doodrej are, whilst they conduct themselves with propriety, to enjoy the same privileges in all matters connected with the administration of justice that is accorded to other persons of the same rank

and position

The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisitions for the service of artizans In time of necessity carriage must, however, be furnished according to the same scale that it may be demanded from other Tributary States

The proprietors of Doodres are not to possess any right of levying Dan Zucaat or any other custom duty on food, merchandise, cattle, forage, or fuel entering or leaving the station, but they may claim to receive from the Wudwan State seven per cent of the collections which may be made by that Durbar, under the terms of an agreement concluded with them under this date

The right of the Bhoomias to take transit duty on goods passing into or leaving the station to the extent sanctioned by the customs of the country, is allowed This duty must, however, cease if it should be generally relin-

quished in the province.

In case that government should at any time abandon the station, this land must be returned to the Bhoomias of Doodrei, not to any other persons, and the payment of Rupees (250) two hundred and fifty yearly to be made on the part of the British Government must cease but under such circumstances, no claim is to be made on the Bhoomias of Doodrei for the value of the buildings constructed upon the land

RAILOT. 7th January 1864 \$ R H KEATINGE. Politicas Agent.

No. LXXXVII.

AGREEMENT between RAISINHII, THAKOR SAHEB OF WADH-WAN in JHALAWAD, and MAJOR R H. KEATINGE, V.C., Political Agent, KATHIAWAR, 1864, as amended by AGREE-

MENT between THAKOR SAHEB BALSINGHII CHANDRA-SINHJI of WADHWAN and COLONEL J.M. HUNTER, C.S.I., Political Agent, KATHIAWAR, on the part of the BRITISH GOVERNMENT,-1899.

The Thaker Saheb, for the purpose of assisting Government in the administration of the district of Ihalawad, willingly assigns to the officers of

VOL. VI.

the British Government, in perpetuity, a spot of land situated on the north or left bank of the river Bhogava, opposite the village of Ratanpur, for the purpose of establishing a British Station

- 2 The land measures about 1,750 yards or one mile east and wests and one thousand yards north and south A map of the ground is appended.
- 3 The northern half of the river bed, where it touches the station lands is to be considered to belong to the latter
- 4 The sum of Rs 2,250 (two thousand two hundred and fitty), as compensation for the loss sustained by Wadhwan in assigning this land is to be permanently deducted from the tribute payable by Wadhwan to the British Government. The whole of this plot of land is to be at the about disposal of the British Officers, no person having any proprietary right or right of cultuation withinist bounds.
- 5 No privilege of grating cattle, or of in any way making use of any Wadhwan land outside the limits assigned is to be claimed by the British authorities or the inhabitants of the station
- 6 A site of not less than fifty yards square is to be given to the Wadhwan Darbar in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices
- 7 It is understood by both parties that the establishment of this station in the vicinity of Wadhwan is not in any way to affect the civil jurisdiction of the Wadhwan State and that inhabitants of Wadhwan, who may live in the station, or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which the cause of action has arrisen in the Wadhwan territory
- 8 In the same manner the criminal jurisdiction of the Wadhwan State is not in any way to be prejudiced or curtailed by the establishment of the station, but that State is to continue to enjoy the same privileges of civil and criminal jurisdiction that may be continued to other Tributary States of equal rank and position.
- 9 The authorities in the new station are not to possess any right of forced labour or any privilege of making requisitions for the service of artizans. In time of necessity, carriage must, however, be furnished according to the same scale that it may be demanded from other Tributary States
 - 10 Certain custom duties are levied in the city of Wadhwan, as in other cities under native rule, on all goods that change hands or are stored within the walls
- it: The authorities of Wadhwan having expressed a fear that in case of merchants establishing themselves in the station and their having no right to custom duty on their trade, these collections in Wadhwan might be very injuriously affected, it has consequently been agreed
 - 1—In heu of the export duty on goods leaving the civil station secured to the Wadhwan Darbar by the Agreement of 1864, the Darbar

shall receive from the Wadhwan Civil Station Fund, through the Political Agent, an annual payment of Rs 5,000

II -In consideration of the above payment the Darbar shall have no claim to custom duty of any kind on goods entering or leaving or in the civil station

III -The above annual payment shall be due from the year 1598-99, and shall be paid annually in two equal instalments on the ist October and the 1st April for the preceding six months

IV -The Wadhwan Darbar having received arrears of customs duty from the year 1888 to 20th January 1896, at the rate of Rs 3 000 per annum arrears at the same rate will be paid up to the 31st March 1898

V -As a portion of the land taken for the station belongs to the taluka of Dudhrej, the Darbar is to pay to the said taluka, through the political authorities, seven per cent on the above annual sum of Rs 5 000 from 1898 99, and on the arrears to be paid to Wadhwan under this Agreement

12 The plot of land measuring 1 83 acres ceded by the late Chief of Wadhwan Thakor Saheb Dajiraj to the civil station authorities as a settle ment of Kumbhars and Bharwars at a yearly rental of Rs 18 9 7, will remain under the officers of the British Government, subject to the above rental, on the same terms as the civil station land ceded in 1864

13 In case that Government should, at any time, abandon the station the land must be returned to the Wadhwan State, not to any other taluka, and the payments of Rs 2 250 (two thousand two hundred and fifty) referred to in paragraph 4 and Rs 1897 (rupees eighteen, annas nine and pies seven) referred to in paragraph 12 and Rs 5,000 (five thousand) referred to in paragraph 11 (1) shall cease, but, under such circumstances, no claim is to be made on the Darbar for the value of the buildings constructed upon the land

14 At the special request of the Thakor it is agreed that no persons are to be allowed to fish in the Bhogawa river, opposite the city of Wadhwan, or for one mile east or west from its walls

The 4th September 1809

(Sd) J M HUNTER, Licut Col, Political Agent in Kathiawar

The 4th September 1800

(Sd) BALSINGHJI, Thakore Sahch of Wadhaan.

Approved and confirmed by the Government of India. By order,

(Sd.) W. J. CLNINGHAM.

The 10th January 1400

Secretary to the Government of India.

No LYXXVIII

AGREEMENT entered into by the THALOOR of MALLIA,-1863

- I, Jadeja Suttan, talookdar of Malira, do hereby enter into agreement with Major Kcatinge Political Agent of Kattywar, that during the interviews of the 18th and 20th December you informed me that you were disastisfied with the working of the Malia thana, and that you infernded to make an effective arrangement for its better working. Whereupon I requested you that I should once more be trusted with the affairs of the Meenas and the imanagement of the thana and I now bind myself that should my request be granted I will adopt the following arrangement and act accordingly—
- 1 I will keep the Meenas under control and will also put a stop as far so-sosible to their habits of thiering boase breaking, etc. Should they, however commit mischief to any person or talooka, I will amicably satisfy the injuried parties in accordance with the practice in force for the time being sanctioned by the Political Agent.
- 2 I will came a than building to be erected at Malia on the plan prescribed by the Political Agent for similar buildings in other parts of Kattywar. The same that be substantially built at once, and for this per pose I will place Rupeus S 600 in deposit with the Agent's treasury or with any Banker named by man on no commencement of the work the sums that may be required from me to time should be paid to me by Govern ment. The building will be constructed on the said plan and the account of the cost thereof will be about required any sum that may remain unexpended on completion of the building should be refunded to me.
- 3 I will employ and permanently keep up the following establishment for the thana, and their salaries shall always be paid to them as detailed below. I will employ educated and respectable persons as thandar and his

| | | • | • | ٠ | ٠. | 11 | ۰ | 0 |
|--------------------------------------|-----------------|-------|--------|---|----|----|---|---|
| Contingencies | | | 7 each | | • | 84 | | |
| of 12 Seebundee par Contragencies | as (footmen) at | · | . · | | • | 15 | | 0 |
| s of Duffedar | | • | | ٠ | • | 30 | 0 | 0 |
| of Mehta | | | • | | | 60 | | |
| Pay of Thandar | | | | | | R. | 4 | b |

Besides the above I will station 15 chosen sowars in Malha. The account of the disbursement of the salaries of the than establishment will be shown to an officer of the Agency whenever hay ask for it, and I shall see that the men of the thana are always present on duty

4. I agree that either myself or Koovur Modii will always be present in Mallia, and whichever of us will stay there will conduct business with the

Agency. If I station Koovur Modil there for the carrying out of this arrangement, he will be invested with full powers in connection with the affairs of the Meenas, so that he may not have to wait for any instructions from me, and after it is once settled which of us is to stay there he shall not be semoved without the consent of an officer of the Agency

- 5 The affairs in connection with the tribe of the Meenas are at present in the jurisdi tion of the Agency. It being now proposed to entrust the same to my house, I agree that I will administer the same in accordance with the terms aforesaid. In case of my failure I agree that the Political Agency has a right to resume the said authority, and further that the criminal jurisdiction over all our villages inhabited by Meenas shall also be vested as a matter of right in the Agency
- 6 For the above reasons the Political Agent has personally advised me that it would be detrimental to my interest if I were to allow the Meenas to spread over to the new villages beyond * Sie in orig. those into* which they are now living

Dated 21st December 1862.

Signed by JAREJA SUTTAIEC.

What is written above is true. Date as above Signature acknowledged before me this day at Mallia

MALLIA .
The 21st December 1863

R. H. KEATINGE. Political Agent.

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(True translation.)

(Sd.) KRISHNAJEE LUXMUN, Actg Asst. Poltl. Agent

III - PALANPUR AGENCY

The Palanpur Agency comprises the following -(a) the two first class States of Palanpur and Radhanpur, the Chiefs of which have power to try for capital offences all persons other than British subjects, (b) the fourth class State of Tharad (including Morwada), in which the Chief has the power of passing sentences of three years' rigorous imprisonment and inflicting fines up to Rs 5,000, and of trying civil cases up to the value of Rs 10,000; (c) the fifth class State of Wao, in which the Chief exercises criminal powers up to sentences of two years' rigorous imprisonment and fines of Rs 2,000, and can try civil cases up to the value of Rs 5,000 (d) the following five thana circles, under each of which a number of petty States is grouped for purposes of civil and criminal jurisdiction, under thanadars who exercise the powers of a second class magistrate and power to try civil ceses up to the value of Rs 500 -

- (1) Wao (including Suigam). (2) Warahi
- (3) Santalpur
- (4) Deodar (including Bhabhar and Terwara) (5) Kankrei (including Thara)

A limited jurisdiction has been conferred on five of the principal petty Chiefs or estate holders in these thana circles

The Chiefs of Palanpur, Radhanpur, the petty Chiefs in the Warahi thana circle and in the Terwara estates under Deodar thana are Muhammadans, the remainder being Hindus The total area of the States under the Agency is 6,393 square miles, and the population, according to the census of 1901, 467,271

Palanpur and Kankret pay an annual tribute to the Gackwar, the former Rs 38,461 8 7, and the latter Rs 7,741-1-1, a sum which includes the payments made by the Thara Talukdars No tribute is paid by any of the other States

In Radhanpur the Political Agent exercises merely a general supervision and limits his direct interference for the most part to disputes with other States

The Assistants to the Political Agent dispose of cases beyond the powers of the Thanadars' courts and appeals he to the Political Agent The European Assistant has been empowered to 1 - appeals from the decision of thanadars in civil suits, a second appeal in such cases lying to the Political Agent

Inter jurisdictional cases between Palanpur and the States of Rajputana accepted by the Marwar Court of Vakils, to which a delegate is sent by Palanpur

Till 1885 police duties in this Agency were discharged by the Gackwar's Comingent, but in that year the force was disbanded and replaced by a local police corps called the Palanpur Imperial Police

All the States under this Agency have abolished transit duties since 1887

The establishments kept up for the purpose of making enquiries with regard to female infanticide were abolished on the 1st April 1900

On the 14th September 1904 Tharad thana, under which the jurisdiction over certain villages which paid jama to the Tharad Chief had been placed, was abolished, and the jurisdiction over these jamia villages was handed back to that Chief from that date

1 PALANPUR.

The Palanpur family is Afghan, of the Loham tribe The head of the family obtained the title of Diwan from the Emperor Akbar in 1597, and the provinces of Jalor, Sachor, Palanpur and Disa in 1682 from Aurangzeb, But in 1698 the Maharaja of Jodhpur deprived the ruling Diwan of all his territories except Palanpur and Disa.

The connection of the British Government with this State commenced in

1809, in which year an Engagement (No LXXXIX) was mediated, similar to those concluded with the Chiefs of Kathiawar, for the payment of tribute to the Gackwar In 1812 Diwan Firoz Khan had been murdered by a faction of Sindi Jamadars They seized his son, Fatch Khan, and placed in power his uncle, Shamsher Khan, Chief of Disa, who had been superseded in the succession by Firoz Khan in 1794. By the aid of the British Government and the Gackwar, however, Fatch Khan, the rightful heir, was established as Diwan under the guardianship and management of Sham sher Khan during his minority. To prevent the distractions which for some years had rent the State, it was determined to unite the interests of the uncle and nephew. Through the mediation of the British Government (No XC) in 1813, Shamsher Khan, who had no sons, recognised Fatch Khan as heir to all his property, and both parties agreed that the administration should be carried on by the uncle in his nephew's name, and that no foreign mercenance should be entertained.

From the first the administration of Shamshur Khan was bad. He alternated the State revenues, fell into arrears in the payment of his tribute to the Gackwar, and incurred heavy debts and in 1816 the young Chief claimed the interference of the British Government. Shamsher Khan resisted the attempt made to deprive him of authority in the administration, but after a feeble defence. Palanpur was taken and Shamshur khan fied. A new Engigement (No VCI) was then concluded with Fatch Khan on the 28th November 1817. By this a-greenest the Divan engaged to receive an Agent from the Gackwar in the confidence of the British Government, to subsidise 250 horse (eventually reduced to 150) and too infinity, known as the Palanpur Levy to pay purctually his tribute to the Gackwar, and to give no protection to offenders against the British Government or the Gackwar in 1848 the appointment of A₀ent from the Gackwar was aboushed. From the date of this agreement until 1874 the control of the British Government over the finances of Palanpur was very minute. In 1874 this supervision was withdrawn and a light palanpur was very minute in 1874 this supervision was withdrawn and a light finance of the Divan having been arranged he was entrusted with the management of the revenue.

In 1822 the State entered into an Engagement (No ACII) to prohibit the transport of opium through its territories

Fatch Khan died in 1854, and was succeeded by his son, Zorawar Khan This Chief rendered good service to the British Government during the mutinies of 1857. He received in 1862 an assurance (No XCIII) that the British Government would uphold any succession to his State which might be legitimate according to Muhammadan law. On his death in August 1877 he was succeeded by his son Sher Muhammad Khan, the present Diwan, who was born on the 2nd January 1852. In 1879 the Driwan signed an Agreement (No XCIV) under which he undertook to prohibit the illicit than that at which it was retailed in British territory.

On the completion of the Western Rajputana State railway, running through a portion of Palanpur territory, the Diwan formally coded in October 1879 CH and Criminal jurisdiction on the line to the British Government (No XCV)

In 1890 Diwan Sher Muliammad Khan executed an Agreement (No XCVI) which released him from the obligation of keeping up the Palanpur Levy, upon his undertaking to maintain an efficient police force and an establishment of magistrates, and to reform the system of import and export duties in his State The Diwan at the same time engaged to pay the sum of Rs 9 000 towards the cost of the Political Agency in lieu of sums aggregating Rs 7 004 hitherto paid by him on this account

A yearly payment of Rs 500 is made by the Chief of Danta to Palan-This is granted in lieu of an Engagement of 1819 (No XCVII), cancelled by the British Government in 1848 by which the Diwan of Palanpur agreed to assist the Chief of Danta in suppressing the Kolis and Bhils on condition of receiving seven annas in every rupce of revenue

In 1801 Sher Muhammad Khan agreed to cede to Government, with full jurisdiction, the land required for a railway from Palanour to Disa The form of this cession was revised in 1901 (No XCVIII)

In 1802 the Diwan entered into an Agreement (No ACIX), modifying the opium Agreement of 1879 (No YCIV), by which he receives an annual compensation of Rs 31 500, but is obliged to maintain an efficient preventthe establishment at a cost of not less than Rs 12,500 a year

In October 1892 an Arrangement (No C) was made by the British Government for the commutation of the Palanpur Darbar's rights in the

Wantas of Chansole and Nagwasan, in Baroda territory into an annual guaranteed payment by the Gaekwar of Rs 900 (Sicca currency), which was subsequently converted into British Rs 857 2 3 The Baroda Darbar also paid a sum of Rs 800 to the Palanpur Darbar in commutation of all outstandings then due to them

The system of forced labour which had hitherto prevailed in the State

was abolished in 1802 In 1896 the old Sicea currency was abolished and British Indian

comage introduced in its place

Diwan Sher Muhammad Khan was appointed a Knight Grand Com mander of the Order of the Indian Empire in January 1898, and he has two sons. Talı Muhammad Khan aged (1906) 23, and Yawar Husain Khan aged (1906) 19 years

In 1904 an Agreement (No CI) was entered into prohibiting the cultivation of hemp in the State

The area of Palanpur is 1,766 square miles, population, by the census of 1001, 222,627, estimated gross revenue, Rs 4,50,714, tribute nil

The Diwan possesses (1905) 7 artillers men, 17 serviceable and 59 unserviceable guns, and 603 armed police

The State is hable to the operation of the nazarana rules

The Diwan of Palanpur is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867

In 1822 the Nawab signed an Engagement (No XCII) prohibiting the transport of opium through his State

Sher Khan died in 1825, and was succeeded by his son, Zorawar Khan, who received in 1862 a Sanad (No XCIII) guaranteeing that on the failure of natural heirs Government would uphold any succession to his State that might be in accordance with Muhammadan law

Since 1840 an annual payment of Rs 11,048 has been made to the Nawab by the British Government as compensation for the loss of his share in the Anwarpur salt pans, which he surrendered to the East India Company under an Agreement (No CIV)

Zorawar Khan died in October 1874 after a rule of 49 years, and was succeeded by his son, Bismilla Khan

In 1879 the Nawab agreed (No XCIV) to prevent the illicit importation of popum into Radhanpur and its sale there at a price lower than the retail price in British territory.

Bismilla Khan died on the 19th December 1895 at the age of 71, and was succeeded by his son, Muhammad Sher Khan, who was born on the 8th June 1886 During his minority the State is under Government management.

In 1897 the State entered into an Engagement (No CV) regulating the sale, etc, of opium

In 1900 the Jorawarsai currency, previously in use, was discontinued and replaced by the British currency

In 1904 the cultivation of hemp was prohibited by an Agreement, dated the 16th April (No CVI)

The State pays no tribute either to the British Government or to the Gackwar. It receives jamabandi in small sums amounting to Rs. 1,711-75 6 from certain villages under the Kathawar and Palanpur Agencies

The area of Radhanpur is 1,150 square miles, population, by the census of 1901, 61,548, gross revenue about Rs 348,682, tribute nil

It maintains (1905) 78 infantry, 16 unserviceable guns, and 265 armed police

The State is hable to the operation of the nazarana rules

The Nawab receives a salute of 11 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867

3 PETTY STATES.

In 1820, when the Khosas and other marauders were expelled from Radhanpur, they were at the same time driven from the other petty States which they infested and an Engagement (\o CVII) was concluded with these States by which they became tributary to the British Government. In 1821 Government resolved to exist no tribute till the revenues of these States had mercased one half after which one third of the increase was to be taken. But in 18.6 in consideration of the poverty of the pitty Chiefs, tribute was remitted allogether, and new Engagements (No CVIII) were concluded binding the Chiefs to submission to the British Government, but not to payment of tribute in 1848 the Rana of Wao and some of his relations undertook in consideration of an annual payment of Rs 361, to present the import export transit and sale within their taluka of salt from the Ran (No CIX)

The Jareja Chiefs and brotherhood of Chorwar (Santalpur) and Chadchat had signed an Engagement in 1827 (No CN) to put down infantised. The engagement was renewed (No CN) in 1853, and was also signed by the Jarejas of Tharad and Warat

The Chiefs are bound by engagements regarding opium similar to those concluded with Palanpur in 1822 and 1879 (see Nos YCII, ACIV, and CXII) Some of them also entered in 1839 and 1898, into engagements similar to that concluded with Radhanpur (see No CV) regarding opium, and the principal ones are also bound, regarding hemp, by similar agreements to that made with Palanpur (see No CI)

The following is a list of the petty States under the Palanput Agency -

| Name of State, | | Age (1906). | A cam square m les. | Gross Revenue | Population | AND | TARY POL CE | 1 K S. |
|---------------------------------|--------------------------------------|----------------|---------------------------|------------------|------------------|------|-----------------|-------------------------|
| | Chiefs. | | | | (1901 census) | Guns | Armed Police | REKA |
| Tharad (includ- ing Morwada) | Waghela Abhe Sngh | 17 | r-60) (a) | Rs. 61,006 | 49,031 | 3 | 59 | Us service- able, |
| Wao | Rana Chandan Singh Umed Singh, | 54 | 380 | 16,50\$ | 8,279 | , | 34 | Da. |

⁽e) Increase due to nelesson of Jamya villages restored to the Thalore a 1904 (orde Fore ga Departm at letter No. 2409-L A., dated the 181 July 1904)

| Name of State, | Names of jurisdic+ tonal and principal | Age | Area to | Gross | Papulation | Mili AND I For | , z | |
|-------------------------------|---|-----------------|-----------|---------------|--|----------------------|-----------------|-------|
| etc | non purisdictional Chiefs | (1906) square R | | Revenue | census) | Guos | Armed Police | REUA |
| | | | | Rs. | | | | |
| Iu Warahi Thana Circle. | i Malik Jorawar Khan Umar Khan | 25 | No survey | 20,000 | 1,908 | | | |
| thana Circle. | 2 Murid Khanji Ravaji | 17 | Dυ | 6,500 | Included in the Thana Circle. | | | |
| Deodar Estates | | 31 | Do. | 5 293 | 2,424 | | ٠. | 1 |
| in Deodar Thana Circle | | | Do | 7,553 | 3,612 | - | | |
| Thara Estate is | Vaghela Madar Singh Sardar Singh | | Do. | h | ļ | | | |
| Kankrey Thana Circle | 2 Waghela Godad Singh Gaj Singh | | Do. | 31,301 | 3,960 | | | |
| in Santalpur, Thana Circle | Jareja Raop Lakhap | 29 | Dα | 2,000 | in the | - | | Non- |
| anana Circle | 2 Jaswat Singh Governdy | 21 | Do. | 500 | Thana Circle, | | | fine- |
| to Wao, Thana Circle, Sin- | Chan Narang | 50 | Da | 1:2,000 | 11 | 1 | | Do. |
| gam, Sur | 2. Malun Nathan | 30 | Do. | maled | 7,631 | - | - | Do. |
| In Deodar Thana Circle→ | , | - | | | | | | |
| Terwara | Ratan Singh Waghiji Khan | 32 | Do, | 12,000 Do. | 6,153 | - | | Do. |
| Bhabhar | kolu (Hudus), 66 sharebolders. | - | Do. | 5,000 | 6,177 | | | Do. |
| | 1 | | 1 | | 1 | 5 | , | |

The above States are all liable to the operation of the nazarana rules

From Kankrej, which originally was under the Mahi Kantha Agency, and is bound by the same Engagements * as the Chiefs in Mahi Kantha, a tribute of Rs. 7,741-1-1, including the amount paid by the Thara Talukdars, is paid to the Gackwar

[·] See No. CXIII.

No LXXXIX.

TRANSLATION of an AGREEMENT,-1800

To Sreemunt Shree Sena Khas Kheyl Shumsher Bahadoor writes:-

Further, it has been agreed to pay to the Sircar the jummabundee of talooka Pahlunpore for ten (10) years from the harvest season of the year Sumvut 1866 (A D 1809 10) The total amount on account of the above jummabundee, together with khurajat,* has been fixed at Rs 50,001 (fifty thousand and one) per annum, and instalments have been fixed for the payshall accordingly go to Baroda and pay the instalments from year to year If I go to Baroda and make payment on due date and pay the instalments, it is well and good if payment is made a few days after it has become due, I shall pay interest at the rate of one per cent. per mensem Details are as follows -

Rs 50,001

In this way a sum of Rupees fifty thousand and one of the Siccaee currency is to be paid in eash by instalments as follows -

Rupees 25,001 (twenty five thousand | Rupees 25,000 (twenty five thousand) and one) to be paid on the 2nd of Magh Soodh

to be paid on the 2nd of Chytur Soodh

Total Rs 50,001

In this way payment shall be made according to instalments from year to year The payment shall be made continuously for ten years If an in stalment remains unpaid after its due date, interest shall be paid as written above Besides this, the mohsulee expenses of the mohsul who may come from the Sircar shall be paid, and the kasudee expenses of the kossid (or messenger) shall also be paid to him. This writing is true

Dated 13th of Kartic Soodh Sumvut 1866 (19th November 1809).

The signature of DEWAN FEEROZ KHAN in the handwriting of JETHA

The total deduction in kind taken from the produce of a field before the Govern ment share is calculated.

No. XC.

TRANSLATION of an AGREEMENT entered into and given to the GOVERNMENT in the under-written ARTICLES by SHUMSHER KHAN, on its being resolved that FUTTEH KHAN shall be united to him, and of one COUNSEL with him, from his willingly adopting FUTTEH KHAN as his son,—1813.

ARTICLE 1.

Considering Dewan Futteh Khan, the son of Dewan Feroz Khan, as my own, I have adopted him, and constitute him heir to all my possessions, unless I have a son born to me, in which case the tuppah of Gola, consisting of twenty-two ullages, shall be appropriated for his sustenance, and a residence allowed him in Pahlunpore. There shall be no deficiency in yielding protection and a fitting allowance to all my family, nor shall any molestation be given to them, nor any property they may possess touched during their lives

ARTICLE 2.

At this time the Sircar's army has come to Pahlunpore, destroyed the nifluence of the Sindees, and made a permanent arrangement, by which, according to the pleasure of the Sircar, Futteh Khan has been placed on the guddee, and with my perfect consent he has been proclaimed as my son and the Dewan of Pahlunpore.

ARTICLE 3

In all affairs of government I shall be uncontrolled, but decisions on matters of consequence which relate to the pergumnahs and durbar shall bear the seal of Futteh Khan, son of Shumsher Khan, and my signature. Futteh Khan shall be the keeper of his own seal, but is impression shall be defective without the addition of my signature, and my sign and seal alone shall be sufficient for all papers of hittle consequence, such as chits on villages, etc.

ARTICLE 4.

Dungur Mehta, etc., shall act as karbarees under me in the same manner as when they originally held the same employ, and they shall in on instance keep anything from my knowledge. They shall all obey all my orders regarding the bettering the condition of the durbar and on other subjects retaining to the country. They shall manage the affairs of the durbar by one pure line of conduct, and they shall give ramin to this effect. For my one conduct I shall afford satisfactory security.

ARTICLE 5.

I agree not to entertain a sebundy of Sindees or other foreigners in Ability of Deesa, or Dhurmera without the knowledge of the Sircar, nor shall I unite with any offenders against the government, whether Sindees or Cusbuttees, or allow them to remain in these cities

ARTICLE 6

I give my consent to the establishment of 200 men as sebundy according to the pleasure of and selected by the Sircar, they shall be entrusted with the guard of the gates, and shall be paid at the rates the Sircar may require I shall take their musters

ARTICLE 7

As my old karbaree who managed for me in Deesa is with me, and as employing him here might occasion quarries with the established karbarees, it shall be my duty to provide for him elsewhere. His house being in Pabliuppore, his family shall either inhabit it without molestation from the durbar or he shall remove his family and be permitted to let out the house to hire

ARTICLE 8

For the private expenses of Futteh Khan and his family enumerated in a separate paper, I shall be responsible if any deviation takes place

ARTICLE Q

The relations of Futteh Khan who are at present with him shall receive according to existom what was formerly allowed them for their maintenance and they shall not interfere with me in my duties. In like manner my relations shall receive the support they formerly obtained without any increase, because they are my relations, they also shall not meddled in my duties.

ARTICLE 10

The dufters showing the income and expenditure shall be kept under my inspection, but open to the writers of them, and any loan which it may be necessary to raise shall be with the knowledge and consent of Futteh Khan.

ARTICLE 11

The jummabundee of the Sircar, according to the decennial arrangement, shall be, as formerly, in hoondees on Baroda, and there shall be no deviation in this respect.

ARTICLE 12

lagree, in conjunction/with my karbaree, Dungur Mehta, to provide for the expenses of the army which is now at Pahlunpore according to the pleasure of the Sircar

ARTICLE 13.

Futteh Khan and myself shall have one opinion on all matters, and shall live with cordiality of near relations.

There shall be no deviation on my part in the above thirteen Articles given to the Sircar, and it ought not to be considered that there is any difference between Futteh Khan and myself. In future I shall never commit any act of sedition or behave ill; and for the satisfaction of Government I shall give as my fa'el zamin securities the Nawab of the Summee and Radhunnore. and Sibe Khan Babee Bahadoor and Jemadar Bacha, the son of Dhingam, and my arr zamin, Goculpooree, a Mohunt of Rajpore, so that if I in any respect deviate from the Articles above written, they shall be responsible.

Dated Sumbut 1870, Pous Sood 1st, corresponding with the 23rd of December 1813.

SHUMSHER KHAN'S signature. Shumsber



TRANSLATION of an AGREEMENT entered into and given to the GOVERNMENT in the under-mentioned ARTICLES, willingly executed by FUTTEH KHAN. DEWAN, on its being resolved that he shall be united to, and of one counsel with, his father SHUMSHER KHAN,-1813.

ARTICLE 1.

Shumsher Khan having with his own free will united our families and adopted me as his son, has given a document to that effect, according to which I am constituted heir to all his possessions, unless he has a son born to him, in which case the tuppah of Gola, consisting of twenty-two villages, shall be appropriated for his sustenance, and a residence allowed him in Pahlunpore. There shall be no deficiency in yielding protection and a fitting allowance to all Shumsher Khan's family, nor shall any of their property be taken away during their lives, but they shall be cherished with a consideration equal to my own mother and immediate relations.

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ARTICLE 2

At this time the Sircar's army has come to Pahlunpore, destroyed the influence of the Sindees, and made a permanent arrangement, by which I have been placed on the guddee and through the kindness of the Sircar, and as I have been adopted Shumsher Khan's son, I have been proclaimed as such and Dewan of Pahlunpore with my full consent, and according to the pleasure and advice of the Sircar I engage to respect and be of one counsel with my parent.

ARTICLE 2

In all affairs of government Shumsher Khan shall be uncontrolled, but decisions on matters of consequence which relate to the durbar shall bear my seal which remains in my possession and the signature of my parent Shumsher Khan, without which I shall not attach my seal Shumsher Khan's sign and seal only on papers of small import, and such as chits on villages, etc., shall be valid

ARTICLE 4

Dungur Mehta, etc. shall act as karbarces under my parent Shumsher Khan in the same manner as when they originally held the same employ, and shall in no instance keep anything from his knowledge. They shall obey all his orders respecting the improvement of the condition of the durbar and on other subjects relating to the country. They shall manage the affairs of the durbar by one upright line of conduct, and they shall give zami to this effect. For my own conduct I shall afford satisfactory security.

ARTICLE 5

I agree not to entertain a sebundy of Sindees or other foreigners in Pahlunpore, Deesa, or Dhurmera without the knowledge of the Sircar, nor shall I unite with any offenders against the government, whether Sindees or Cusbuttees, nor allow them to remain in these cities

ARTICLE 6

I give my consent to the establishment of 200 men, or sebundies, according to the pleasure of the Sircar they shall be entrusted with the guard of the gates, and shall be paid at the rates the Sircar may require

My parent Shumsher Khan shall take the musters

ARTICLE 7

As my parent's old karbaree is with him, and as the employing him here might occasion quartels with the established karbarees, he shall be stationed in some other place. His house being in Pabliunpore his family shall either inhabit it without molestation from the durbar, or he shall remove his family and be permitted to let out his house to hir.

ARTICLE 8

I am contented with the sum allowed for my private expenses and th of my family enumerated in a separate paper given in.

My relatives shall enjoy what was formerly allowed them, and they sh not interfere in the arrangements of my country.

ARTICLE 10

The dufters showing the income and expenditure shall be kept und inspection of my parent, but open to the writers of them, and any loan which it may be necessary to obtain shall be raised by my parent with my know ledge

ARTICLE 11

The jummabundee of the Sircar, according to the decennial arrangement, shall be paid, as formerly, in hoondees on Baroda, and there shall t no deviation in this respect. ARTICLE 12.

Sircar.

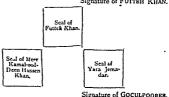
Shumsher Khan and my karbaree Dungur Mehta shall provide for th expenses of the army now at Pahlunpore according to the pleasure of the ARTICLE 13.

Shumsher Khan, my parent, and myself shall be of one counsel on a matters, and he with the cordiality of near relations.

There shall be no deviation on my part in the above thirteen Articles I shall not act contrary to them in a seditious manner For the satisfaction

of government, I give as my fa'el zamin Meer Kamal-ood-Deen Husse Khan Bahadoor and Yara Jemadar, and for my arr zamin Goculpooree, Mohunt of Rajpore, so that if I in any respect deviate from the Article above written, they shall be responsible.

Dated Sawunt 1870, Pous South 1st, corresponding with the 23rd December 1813. Signature of FUTTEH KHAN.



SHUMSHER KHAN'S signature

I, Shumsher Khan, Dewan, son of Osman Khan, hereby adopt to be my n, snumsur raman, Dewan, son or Osman Rhan, noted, anopted to son with perfect good will and pleasure Futteh Khan, Dewan, son of Dewan Feroz Khan I therefore constitute him to be heir to all my possessions, unless it may please Heaven to grant me a son, in which case the pergunnah of Gola, consisting of twenty two villages, shall be assigned for his sustenance and permission granted him to spend his life in Palliunnormal permission granted min to spend and in property they may possess shall be taken from them during their lives, and they shall be treated with respect and consideration

Dated Sumbut 1870, Pous Soodh 1st, corresponding with the 23rd December 1813

These engagements were approved and confirmed by the Governor General in Council on 18th February 1814

No XCI.

TRANSLATION of AGREEMENT entered into by FUTTEH KHAN, DEWAY of PAHLUNPORE and DEESA, of his own free will, for the better Government and Security of the above mentioned PRINCIPALITIES, signed and delivered to CAPTAIN MILES, POLITICAL AGENT, on the part of the BRITISH GOVERNMENT, at PAHLUNPORE, on the 28th November 1817.

Preamble -That to place the territory depending on Pahlunpore and Deesa in security from internal and external dissensions and violence to obviate the trouble so often occasioned to the British and Gukwar Government from the Land of the British and Gukwar Government from the Land of the British and Gukwar Government from the Land of the British and Gukwar Government from the Land of the British and Gukwar Government from the Land of the British and Gukwar Government from the Land of the British and Gukwar Government from the Land of the British and Gukwar Government from the British and Gukwar ments from the bad administration of the affairs of this petty State, and with a view to the improvement of the country, the following Articles of Agreement are entered and hereby confirmed .-

ARTICLE I

The British and Guikwar Governments having been pleased to seat me on the guddee of my father, and establish my authority over Pahlunpore and Deesa, it is my desire, to the end that this State, which is in a rumous con dition, may be better governed, its security and tranquility ensured, and a provision made for the discharge of arrears and debts in which from bad management it has been involved, to receive the aid and advice of a respectable man in quality of Agent on the part of the Guikwar Government.

He shall have full access to my revenue accounts, receipts, and expendand 1 engage to follow his suggestions in all arrangements whatever relative to government. It is indispensable that this Agent be such as shall possess the confidence of the British Government, and as his situation demands he should be disinterested, his salary must be liberal

ARTICLE 2

I also agree to subsidise 250 horse with a Sirdar to command them, the pay of the horse to be 30 Rupees each per mensem, and the Sirdar shall receive Rs 600 per mensem

I require these troops to defend my country against enemies of every description, and to preserve it in peace and order. They are to be good horse, and always ready to act in a body against the refractory Shumsher Khan and his adherents, and in fact for all purposes. To secure the transpility of the country, they will not be employed without the concurrence of the Guikwar Agent, and are not to be sent on revenue details without the orders of government, when their service is not otherwise required, they are to be stationed near me for my personal protection.

ARTICLE 3

The gate called Bahadoor Guz is to remain in charge of Sircar troops, 100 good infantry to be stationed there, and their rate of pay Rs 10 monthly each, Jemadar included

ARTICLE 4

The horse and infantry, their Commander, and the Agent, to be paid monthly without deduction, and the banker who pays them shall have territory assigned to him for the discharge of their salaries

ARTICLE 5

The Streat dues (Rs. 50,000) per annum shall henceforward be paid punctually every year at Baroda. The arrears, Rs. 75000, shall be discharged in the course of the next year, but in consideration that the country has suffered much from want of rain, the exactions of Shumsher Khan and ravages of the Koolees, with the constant movement of troops through it lately, I hope government will be indulgent in their expectations and claims, at least for the present.

ARTICLE 6

From the imposerished condition of the country and other claims in the Pahlianprie State, the sums due to the merchant of Shidpore cannot at present be discharged, but in the course of the next year some arrangement in concert with the Guikwar Agent shall be made for the gradual payment.

ARTICLE 7.

A misunderstanding having arisen between me and Shumsher Khan in consequence of his violation of the agreement made with Captain Carnac, Resident at Baroda, in 1879 or A D 1813, I returd to Shidpere and complained to the Sircar. The forces of the two Sircars in consequence marched to this quarter, and Palhimpore was taken, and I have been reseated on the guidee I therefore consent to pay the expenses of the troops of both Sircars with the issual allowance for killed, wounded, loss of horses, ctc., according to the orders of government

ARTICLE 8

Shumsher Khan is an offender and disobedient to the Sircar; I engage, therefore, not to have any communication with him or his adherents, but should Shumsher Khan submit himself, and the Goernment be pleased to grant him any allowances, I will pay it agreeable to their commands

ARTICLE 9

I engage not to give protection to any offenders against either the British or Guikwar Government, nor to allow them to remain in any part of my territory

The whole of these Articles, nine in number, are delivered in by me to or difference I shall act in all natters in strict conformity and obedience to the orders of the Sucar, and I bind mysel not to commit any insubordinate act, nor cause any disturbance. To this effect I give as my security to the Navab of Summee and Radhunpore Sher Khan Babee and Mohunt of Raipore, Goculpooree

Dated Sumvut 1874 Kartick Vud 4th, 18th Mohurrum, Hegira 1233, corresponding with the 28th November 1817

> Seal of Futteh Khan.

No. XCII.

ENGAGEMENT entered into in September 1822 by FUTTEH KHAN, DEWAN of PAHLUNPORE and DEESA, for prohibiting the TRANSIT of OPIUM through his TERRITORY.

The orders of the Surcar being that no opium shall be allowed to pass through the country subject to their control, I, Futteh Khan, do hereby

engage to the Sircar that no opium shall be allowed to pass the limits of my district

A public notification has been already issued to my nakadars to that effect, but I now repeat my determination to use every exertion to put an entire stop to the transport of opium through my talooka, and because merchants and others may conceal opium among other commodities, all packages shall be strictly examined previous to their being permitted to pass, and should any opium be found in them, it shall be immediately confiscated a the best of the state o

and should any opinion be tolant in them, it is used to the interest consistence.

In this matter I will not fail

I beg the favour that the Sircar may be pleased to direct the Mehta standed at this place to give his aid in the detection and prevention of the transit of onlym

(Sd) FUTTEH KHAN.

This engagement was signed by the Chiefs of Radhanpur, Wao, Surgam, Tharad, Morwara, Warahi, Chorwar, Chadehat, Terwara, Deodar, Bhabar, and Beinup, and by the Chief of Danta now under the Mahi Kantha Agency

No. XCIII.

ADOPTION SUNNUD granted to the NAWAB of PAHLUNPORE,— 1862

Her Maiesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on faulture of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the treaties, grants, or engagements which record its obligations to the British Government.

Dated 11th March 1862.

(Sd) CANNING

The same to the Chief of Radhanpur

No. XCIV.

OPIUM AGREEMENT WITH PALANPUR,-1879

Whereas the British Government have prohibited the cultivation of the poppy and manufacture of opium in my State, and have made new arrangements for the retail sale of opium since the 1st October 1878 in Gujarat,

and have agreed that they are prepared to permit me to import, free of daty (Rs. 65) per chest), the amount of opium required by my State for bond fide home consumption, and have promised to grant me full compensation annually for any dimmution of revenue caused by the loss as sources of income of transit duties on opium, and cesses on the manufacture and exportation of the drug, and whereas the full duty per chest will be paid the local vendors and consumers and will form part of the revenues of my State, I hereby promise and agree that I will use every effort to completely pat a stop to the illicat importation of opium, and that I will not allow opium legally obtained by me under the opium rules to be sold at a less price than that at which it is retailed in British territory, and it is understood by me that the British Government reserve the right of withdrawing this privilege and of charging the full opium duty in case of any proved will violation of these terms, but that such privilege will not be withdrawn on account of solated cases of smuggling

2 Further, I have to state that all stocks of opium and juice which remained undisposed of on the 1st October 1898 in my State, have been bought up by me and employed for the supply of my retail monopoly

3 In accordance with the wishes of Government, I agree to furnish halfyearly, to the Political Superintendent, a statement showing the amount of opium imported and the amount sold during each half year, the proceeds of the sales, and the balance of opium in band in my State at the end of each half year.

4. To the above stipulations I agree on the condition that, should any Native State in Gujarat be hereafter allowed to grow and manufacture opnum in the same manner as the Baroda State has been, a similar privilege shall be granted to the Pahlanpur State

Pahlanpur, 22nd April 1879

(Seal of the Divan of Pahlanpur)

Similar engagements were signed by the Chiefs of Radhanpur, Tharad, and Wao

No XCV.

RAILWAY JURISDICTION AGREEMENT WITH THE DEWAN OF PAI ANDOOR, -1879.

I, Dewan Sher Mohamed Khanje Saheb of Palanpoor, hereby cede to the Government of India all the tivil and criminal jurisdiction possessed by me in the portion of my territory which has been assigned and made over by me for the purposes of the Western Rajputana State Railway, to be exert cised by the Government of India for so long as the land may be required the railway, and to be restored to me or my successors when the land is no longer needed for the above purpose

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All railway employes committing offences cognizable by my jurisdiction beyond the limits of the railway line, shall be apprehended and dealt with by the constituted authorities of my State.

Dated 10th day of October 1879, corresponding with 10th of first Assowadut 1936—and 22nd day of Sawal 1296 A. H.

(Seal of the Dewan of Palanpoor.)

No. XCVI.

AGREEMENT executed by the DIWAN of PALANPUR in 1890.

AGREEMENT regarding the maintenance of an efficient POLICE FORCE and MAGISTRACY and the reform of the existing system of IMPORT and EXPORT DUTIES in the PALANPUR STATE consequent upon the disbandment of the PALANPUR LEVY, executed by COLONEL GEORGE RISTO GOODFELLOW, C.I.E., Political Superintendent, Palanpur, acting under the authority of His EXCELLENCY THE GOVERNOR OF BOMBAY IN COUNCIL, on behalf of the British Government of the one part, and His Highness Sher Muhammad Khanji, Diwan of the Palanpur State, on behalf of himself, his heirs and successors, of the other part.

ARTICLE 1.

In consideration of the engagement into which His Highness the Diwan agrees by Articles 2 to 5 of this Agreement to enter, the Bhish Government agrees that on and from 20th October 1890, Articles 2,3 and 4 of the Agreement of 28th November 1817 shall be deemed to be rescinded, and the body of horse and foot entertained thereunder and known as "The Palanpur Levy" need no longer be maintained by His Highness.

ARTICLE 2.

His Highness the Diwan engages to establish, with effect on and from cath October 1890, a body of efficient Police of sufficient strength, at a cost of not less than Rs. 82,350 per amount, for maintaining peace and order and for suppressing and detecting crime throughout his State, and to appoint a sufficient number of qualified officers on adequate salaries to discharge magisterial functions throughout his State; the establishment of the said Police and the appointment of the said Magistrates to be on the general lines indicated in His Highness's memorial to Government, dated 9th November 1885. Further, His Highness agrees to give effect to the promises detailed in paragraphs 26, 27, 28, 29 of the said memorial in carrying

out the disbandment of the levy excepting the payment of Rs. 300 a month to Government for a fixed period mentioned in paragraph 27 of the same.

ARTICLE 3

His Highnes further engages that, after having established Police and appointed Magistrates in his State in accordance with the last preceding article of this Agreement, he will theneforward continually maintain the said Police and Magistracy on such scale, at such rates of pay and of such efficiency, shall be requisite for adequately supplying the progressive administrative needs of his State and with a view to the maintenance of such efficiency, as a doresuel, he engages to case to employ in the Police or as a Magistrate any person who from age or physical or mental disability at any time becomes unit for further effective service

ARTICLE 4.

His Highness engages to pay to the Political Superintendent annually, in advance, commencing from 20th October 1890, the sum of Rs. 0,000 towards the cost of the Political Superintendency, which payment shall be in licu of the sums aggregating Rs. 7,004 hitherto paid by him in this behalf.

ARTICLE 5

His Highness having, in honour of the fiftieth anniversary of the accession to the throne of Her Majesty the Queen Empress, and as a proof of his loyalty and great public part, abolished throughout the whole State, including the pagers and more thereby with the first from the 20th June 1887, unconditionally, all transit duties buttered within the Palanpur State, such mode as may conduce to the interest of his subjects and be practicedutes in the said state as the two treatments of his subjects and be practicedutes in the said State as bittle burdennour to trade as possible, as follows,

1 That duties of import and export shall henceforward be levied on any article brought into or taken out of the State once for all only

any article brought into or taken out of the State once for all only

2 That import duties shall henceforward be levied at makes situated
on the frontier of the State or at the place of their ultimate destination

- within the State, but not at any other place of their ultimate desimators within the State or at any other place.

 3. That export duties shall be leviced either at nakas situated on the frontier of the State or in the places from which the goods hable to such duties are construed, but not at any other place.
- 4. That dubes of import and export shall henceforward be levied in behalf and under the authority of His Highness only, all such levies by jaguars and other minor estate holders in the State being abolished
 - That in order to compensate the said jagindars and other minor estate holders for the loss they will sustain by the abolition of their right to

levy import and export duties, a certain fixed annual cash allowance shall be regularly paid to each of them, the amount whereof shall be equal to such sum as the Political Superintendent, after due enquiry, shall consider to have been the average income derived during the ten years immediately preceding the date of this Agreement by each such jagrdar or minor estate-holder, respectively, from duties of import and export, the right to levy which is abolished

6 That duties of import and export shall henceforward be levied at uniform rates throughout the State

7 That no import or export duty shall be levied on any goods in transit through the State, the term "goods in transit" being understood to mean goods which pass through the State by railway and which do not break bulk, and goods which pass through the State otherwise than by railway and which do not break bulk and also are not detained at any place within the State for more than forty eight hours or at any station, where there is a railway by which they are to be exported without breaking bulk, for more than thirty days

8 That the collection of octros by the Datbar in the Deesa Cantonment shall casee that no import duties shall be levied on commodities brought into the said cantonment or export duties charged on goods taken therefrom which are the property of officers or men of the garrison leaving that cantonment and covered by a pass from the Cantonment Magistrate's office, provided that arrangements be made whereby His Highness's right to collect export duty on other goods leaving the said cantonment shall be satisfactorily preserved.

ARTICLE 6

Nothing in this Agreement shall be deemed to prevent the levy by His Highness in any town or village within the State of Palaphur, other than the Cantonment of Deesa of duties of octro, provided the same be levied for expenditure on municipal purposes within the area in which they are respectively levied

This Agreement agreed to at Palanpur, the 20th October, one thousand eight hundred and minety

(Signed in vernacular)
DIWAN OF PALANPUR

Witnesses —

(Sd)

Chief Minister, Palanpur State

(Sd) MAROTERAO BHOOJENGRAO,

Personal Assistant to Political Superintendent
(Sd) G R GOODFELLOW, Colonel,
Political Superintendent,

Palanpur -

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

(Sd.) W. J. CUNINGHAM,

Officiating Secretary to the Government of India, Foreign Department.

No. XCVII.

TRANSLATION of an AGREEMENT entered into between the DEWAN of PAHLUNPORE and the RANA of DANTA, 27th July 1819, Sumrut 1876, Sravum Soodh 5th.

The talooka of Danta being much harassed and injured by the depredation of Koolies, etc., and nearly depopulated from their incursions, in order that security and tranquility may be re-established by the interference and protection of Pahlunpore, I. Rana Juggut Sing, of my's own free will, do make over to Futch Khan, Dewan, etc., by this agreement, a share of the talooka of Danta agreeable to the following conditions:—

ARTICLE 1.

I give a share of seven annas in the Rupee to Pahlumpore from all towns and villages inhabited or deserted; those of my brethren, Futhavuts, Rajsoke, etc., and of all descriptions of taxes and every kind of revenue. The remaining nine annas to be my share.

ARTICLE 2.

I have pledged four towns, and the sums due on them are to be paid by me. When the accounts of the creditors are settled, and the towns freed, your share of seven annas will be allowed.

ARTICLE 3.

The Guikwar tribute (from Danta) shall be punctually paid by me tor this head shall be paid by four on this head shall be paid by four instalments, from the year 1876 to the end of 1879, through you; but if this agreement should not be approved by directions.

ARTICLE 4.

In the profits or revenue of the Hindee temple at Ambajee the Pahlunpore State has no share, neither has it any in the varkhasuns of the temple.

ARTICLE 5.

Eight wells and the land depending on them, which belong to my family, are exempted from any share; they are as follows:—

| In Danta | | | | ı well. |
|----------|---------|---|---|----------|
| | wass . | | | 2 wells. |
| | Bhinmal | | | ı well. |
| Thana | а. | | | Ι,, |
| Ruttu | npore . | | | 1 ,, |
| Anod | | • | | I ,, |
| - Koon | dul . | | • | I ,, |
| | | | | _ |
| | | | | Q walle |
| | | | | |

ARTICLE 6.

Of the four towns in the possession of my brother Nahar Sing, that of Poolpore is exempted from any share.

ARTICLE 7.

If any of my brethren or Puthavuts have possession of land or town to which they have no just claim, on examination they shall be restored to me.

ARTICLE 8.

I will pay every kind of vole (a kind of tribute paid to Koolees) which has been regularly established to the present day, but no other hereafter.

ARTICLE Q.

Whatever charitable donations are in existence in my State shall be continued and preserved, but none new shall be given except with your consent.

ARTICLE 10.

Whatever work is done by the ryots of my pergunnah for me shall be done for your vakeel at Danta.

ARTICLE 11.

My authority shall remain in my talooka, but in all cases on public matters I shall consult your vakeel, and we will act in accordance. He shall be consulted in all quarrels, disturbances, etc.

In this manner eleven Articles have been agreed to and subscribed. They are to be in force as long as the interests of the Honourable Company Bahadoor and the Guikwar Government continue in the State of Pablunpore.

I will abide by the above, and in no way be the cause of disorder or disturbance.

The securities for the performance of this contract are Megraj Bharote, Yaladi Davi Sing of Kodrah, and Vakta Bharote of Chundesur

Seal of Jug gut Sing Rana of Danta.

Pahlunpore, 9th August 1819

Confirmed by the Governor General in Council on 22nd January 1820

No XCVIII

AGREEMENT DATED THE 16TH APRIL 1901

I, Sir Sher Mahomed Khanji, Divan of Palanpur, GCIE, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are or may hereafter be occupied by the Palanpur Deess. Railway (including all land occupied for stations, for out buildings, and for other railway purposes) and over all persons and things whatsoever within the said lands

No XCIX

OPIUM AGREEMENT WITH PALANPUR, -1892

The following articles of agreement regarding the prohibition of the cultivation of the propy and of the manufacture of opum in the Palanjur State, and the maintenance of an efficient procedure establishment at a cost not less than RS 12,500 per annum, in R3,31,500 annually by the Brush Government of the parameter of R3,31,500 annually by the Brush Government of the Data of the State of the Color of the C

ARTICLE I

Whereas the British Government have prohibited the cultivation of the poppy and manufacture of opium in the State of Palanpur, and have made new arrangements for the retail sale of opium since the 1st October 1878 in Guieratit, and have agreed that they are prepared to permit His Highness the Diwan of Palanpur to import, free of duly, the amount of opium required by his State for bond fide home consumption, and have promised to grant

ion annually for any diminution of revenue caused by the loss as sources

income of transit duties on opium and cesses on the manufacture and

t I

portation of the drug and whereas the full duty per chest will be paid by local vendors and consumers and will form part of the revenue of the d State of Palanpur His Highness the Diwan hereby promises and rees that he will maintain an efficient preventive establishment at a cost not less than Rupees (12 500) twelve thousand and five hundred per num, and that he will use every effort to completely put a stop to the cit importation of opium and that he will not allow opium legally obtained him under the opium rules to be sold at a less price than that at which

ese terms, but that such privilege will not be withdrawn on account of plated cases of smuggling

charging the full opium duty in case of any proved wilful violation of ARTICLE II

is retailed in British territory and it is understood by His Highness that e British Government reserve the right of withdrawing this privilege and

His Highness the Diwan of Palanpur further gives the assurance that l stocks of opium and juice which remained undisposed of on the 1st ctober 1878 in his State have been bought up by him and employed for e supply of his retail monopoly

ARTICLE III

In accordance with the wishes of Government His Highness agrees to rnish half yearly to the Political Superintendent a statement showing the mount of opium imported and the amount sold during each half year the roceeds of the sales and the balance of opium in hand in his State at the ad of each half year ARTICLE IV

To the above stipulations His Highness the Diwan agrees on the ondition that should any Native State in Guzeratti be hereafter allowed to row and manufacture opium in the same manner as the Baroda State has een a s milar privilege shall be granted to the Palanpur State

This agreement containing IV Articles was agreed to at Palanpur the wents first of September one thousand eight hundred and muets two etween the Political Superintendent of Palanpur and His Highness the Itwan of Palanpur

In vernacular His Highness the Diwan of Palanpur (Sd) WILLIAM SCOTT, Colonel, Political Superintendent, Palanpur

Witnesses-

(SJ) DULLABHJI DHARNESHI VED, Chief Minister, Palangur State

(Sd) DULI RAI GIRDHARLAL MEHTA Personal Assistant to the Pelitical Superintendent, Palangur. 1st April to the British Political authorities of the Palanpur State with accurate accounts of the intoxicating drugs transactions of the Palanpur State in such form as may from time to time be prescribed by the Commis sioner of Abkari in consultation with the Political Agent, Palanpur

(Sd) R V PATWARI,

Palanpur, 13th August 1004

Chief Minister, Palanpur State

No. CII.

ARTICLES of AGREEMENT CONCLUDED BETWEEN the GUIKWAR GOVERNMENT and SHER KHAN BABEE BAHADOOR, NAWAB of SUMMEE and RADHUNPORE, by SUCCARAM MAHADEO, vested with powers for that purpose from HIS HIGHNESS ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, and under the advice of CAPTAIN JAMES RIVETT-CARNAC, RESIDENT at BARODA,—1813

ARTICLE 1

Perpetual friendship shall be maintained between the Guikwar Government and Sher Khan Babee Bahadoor, Nawab of Summee and Radhunpore, his heirs and successors.

ARTICLE 2

His Excellency the Nawab his hears and successors engage to acknowledge the control of the Gushwar State under the mediation of the Honourable Company's Government in all external relations and that he will have no communication of any description whatever with foreign powers except with the knowledge and sanction of the Gushwar Government.

ARTICLE 3

The Guikwar Government shall never interfere in the internal concerns of the Raddhuppore State but in consideration of His Excellency the Nawah having recognised the supremacify of the Guikwar State he (Nawah) consents to make an annual acknotledgment by presenting a horse and clothes through the Company's authority at the Guikwar constal.

bound to assist the Nawab in the regulation of his internal government, b.t. only against external attacks on such occasions the Nawab engages to reimburse the Guikwar for the expenses which may be incurred by the equipment of its forces, which on no other account will enter the limits of the Radhunpore State

Dated Camp near Pahlunpore, the 22nd day of Zilhej, 1228 Hegira, corresponding with the sixteenth day of December in the year of our Lord one thousand eight hundred and thirteen.

Seal of Sher Khan Babee

Approved and confirmed by the Governor General in Council on 28th January 1814

No. CIII.

Translation of an Agreement entered into by the Nawab of Radhundore, Sher Khan Babee Bahadoor, with the Honourable Company, on the 24th Ramzan 1235 Hegira, or the 6th July 1820.

That for a long time the depredations of the Khosas in my dependencies, the pergunnahs of Radhunpore, Summee, etc, have been great, and from that cause the depopulation and injury to them extensive; and as it was not in my power to restrain or expel the Khosas, I wrote describing my situation to the British Government.

The troops of that Government have in consequence been sent to my assistance, and have punished and expelled the Khosas, and as from this measure the safety and prosperity of my pergunnahs and people will be secured, I therefore agree of my own free will to the following Articles —

ARTICLE 1

I engage not to permit robbers or enemies of the government to remain in my dependencies, nor will I illow any Rajpoots or Koolees to remain in my districts and molest or plunder the territories of the Honourable Company, of His Hi₂hness the Guikwar, or those of any other State, nor will I maintain any sort of connexion with the Khossa

ARTICLE 2

in order to promote the chastisement of the Khosas or other robbets, every intelligence of them shall be communicated to the troops of the Sircar wherever they be stationed, and no exertion equal to my ability in their punishment shall be wanting, and on every occasion whatever force of foot or horse I have shall accompany the troops of the government.

ARTICLE 3

As the British troops came here in consequence of my letters and com plaints and have expelled the Khosas, and as my districts and ryots will derive great advantages from their exertions, it becomes incumbent on me, as in these arrangements the British Government has expended and will have to expend considerable sums of money, that I should aid, in proportion to my means, in discharging this expense 1 therefore agree to pay an amount yearly in proportion to my means, and as the government may direct

The above three Articles should be duly executed and observed in all

respects



(Sd) WM MILES, Captain, and Agent

No. CIV

ENGAGEMENT entered into with CAPTAIN PRESCOTT, Political Superintendent, PALANPUR, by HIS EXCELLENCY ZURAWAR KHAN BABI, NAWAB of RADHANPUR, transferring his SHARE of the Annurpur SALT PANS to the HONOURABLE COM-

- 1 His Excellency the Nawab cedes his share of the Anwurpur salt pans, relinquishing all right and concern therewith to the Honourable Company, who are to have whole power to therewith to the price of salt or entirely prevent its manufacture, and the Nawab further engages to open no new salt works without the permission of the British Government
- 2 Contormable to Government instructions of 24th October 1839, the Nawab will continue to abstain from levying transit duties on salt, and further engages to prevent Ghassya salt passing through his district.
- Munder the above arrangement the Nawab will receive yearly from the British Government Company's rupees ten thousand five hundred (10,500) in full compensation for his previous receipts from the pans, his transit duties on sait, and his realizations from Ghassya But the payment

of his compensation is conditionable on the Nawab's not encouraging the traffic in Ghassya salt, or any measures which may check the resort of dealers to the Anwurper or other Government salt works

4. The Nawab will be permitted yearly to receive free cf duty from the Anwirpur pans, Indian mands 262\(\frac{1}{2}\) or Guzerati mands 257 of salt for the use of his Darbar, and, should the Anwirpur pans be closed to receive the

same from some other Government salt works

5 Such payments as have hitherto been made at Ansurpur for chart-hole purpose will be continued, and to enable him to discharge the same the Nanab will receive yearly from the Honourable Company, Company's Rs 548 and 176 Guzerati maunds (Indian maunds 88) of salt to be distributed agreeably to the accompanying Yad

6 The limits of the salt pans will be fixed and marked out, and the Agnas (salt manufacturers) will not be permitted to encroach on other lands but if such should be required by them, the limits will be extended, land

being ceded to them at a reasonable price

7 The Nawah will continue to levy his viras and wijeh (land-tax on produce) as heretofore from such of the Agrass as are his subjects, but tiney shall be subject to no extra tax on account of salt. While residing in the Nawab's territory, they will be subject to his authority in all other matters except salt, but the jurisdiction over the salt pains having been ceded to the Honourable Company, shall be exercised solely by its agents

8 The amount specified in the 3rd and 5th paragraphs, vis, Company's Rs 11,048, will be paid yearly from the Government Treasury at Ahmedabad, after the close of the year, on the 10th January, to an agent of the Nawab's provided with a written application from him to the

Collector

9 The engagement is to have effect from the 1st January 1840 = 25th

CAMP RADHANPUR

The 15th April 1840.

day St A H 1255
Signed and sealed at Radhanpur, 15th April 1840 = 12th Suffur A H

Nawab of Radhanpur's seal

(Sd) C B PRESCOTT,
Political Superintendent, Patanpur.

L S

ARTICLE 2

In order to promote the chastisement of the Khosas or other robbers, wherever they be stationed, and no exertion equal to my ability in their punishment shall be wanting and on every occasion whatever force of foot or horse I have shall accompany the troops of the government

ARTICLE 3

As the British troops came here in consequence of my letters and com plants and have expelled the Khosas and as my districts and ryots will derive great advantages from their exertions, it becomes incumbent on me as in these arrangements the British Government has expended and will have to expend considerable sums of money, that I should aid, in proportion to my means in discharging this expenses. I therefore agree to pay an amount yearly in proportion to my means and as the government may direct

The above three Articles should be duly executed and observed in all

The Seal of the Nasab of Radhun pore.

(Sd) WM MILES, Captain,

No CIV

ENGAGEMENT entered into with CAPTAIN PRESCOTT, Political Superintendent, PALANPUR, by HIS EXCELLENCY ZURAWAR KHAN BABI, NAWAB OF RADHANPUR, transferring his SHARE of the Anturpur Salt Pans to the Honourable Company of the

- this Excellency the Nawab cedes his share of the Ansurpur salt pans, relinquishing all right and concern therewith to the Honourable Company, who are to have whole power to increase or diminish the price of salt or entirely prevent its manufacture, and the Nawab further engages to open no new salt works without the permission of the Brutish Government.
- 2 Conformable to Government instructions of 24th October 1839 the Nawab will continue to abstain from levying transit duties on salt, and further engages to prevent Ghassya salt passing through his district
- a Under the above arrangement the Nawah will receive yearly from the British Government Company's rupees ten thousand five hundred (10 500) in full compensation for his previous receipts from the pans, his trainsit duties on salt, and his realizations from Chassya But the payment

of his compensation is conditionable on the Nawab's not encouraging the traffic in Ghassya salt, or any measures which may check the resort of dealers to the Ansurper or other Government salt works

4 The Nawab will be permitted yearly to receive free of duty from the use of his Darbar, and, should the Anwurpur pans be closed to receive the

same from some other Government salt works

5 Such payments as have hitherto been made at Anwurpur for chart able purpose will be continued and to enable him to discharge the same the Nawab will receive yearly from the Honourable Company, Company's Rs 548 and 176 Guzerati maunds (Indian maunds 88) of salt to be distributed agreeably to the accompanying Yad

6 The limits of the salt pans will be fixed and marked out, and the Agraas (salt manufacturers) will not be permitted to encroach on other lands but if such should be required by them, the limits will be extended, land

being ceded to them at a reasonable price

7 The Nawab will continue to levy his wiras and which (land tax on produce) as heretofore from such of the Agrias as are his subjects, but they shall be subject to no extra tax on account of salt. While residing in the Nawab's territory, they will be subject to his authority in all other matters except salt, but the jurnstiction over the salt pans having been ceded to the Honourable Company, shall be exercised solely by its agents.

8 The amount specified in the 3rd and 5th paragraphs, wis, Com.

pany's Rs 11,048, will be paid yearly from the Government Treasury at Ahmedabad, after the close of the year, on the 10th January, to an agent of the Nawabs provided with a written application from him to the

Collector

9 The engagement is to have effect from the 1st January 1840 = 25th day St. A. H. 1255

Signed and sealed at Radhanpur, 15th April 1840 = 12th Suffur A H
1256

Nawab of Radhanpur's seal

L S

CAMP RADIANPUR
The 15th April 1840.

(Sd) C B PRESCOTT, Political Superintendent, Palanpur,



Yad referred to in paragraph 5 above.

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Equal to Company's Rs. 548-0-35 at 107 Seccas per 100 Company's Rupees 5S6 1 821 Average for

one year Yearly rates of salt on which duty is to be remitted to enable the Nawab to dispense charitable and religious donations :-

For Samee Gudagir Gosain of Gudagir Maunde "Byragy Ballukdas temple at Gochunt 40 "Byragy Jeramdas of Radhanpur temple "Byragy Ballukdas of Abumes 20 25 In charity distributed by Bandri Virchuri Anwurpur τă To three temples at Anwurpur " the Huthuts of Koer . Desye Wukatsing and Omirsing of Anwurpur 31 TOTAL

> C B PRESCOTT. Political Superintendent, Palanpur.

No. CV. AGREEMENT between LIEUTENANT-COLONEL FREEMAN HENRY JACKSON, Political Superintendent, Palanpur, acting under the authority of His Excellency the Governor of Bombay in Council on behalf of the British Government and MAJOR MAL-COLM THOMAS LYDE, Administrator, Radhanpur State, on behalf of minor NAWAB MAHOMED SHER KHAN of Redhanpur on behalf of himself, his heirs and successors regarding the manufacture, consumption, and sale of opium in the Radhanpur State.

Whereas in accordance with the existing relations between the British Government and the Radhanpur State the cultivation of poppy and the manufacture of opum are prohibited in the Radhanpur State and no opum may be consumed in the said Radhanpur State other than opum on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay and whereas in consideration of the covenants on the part of the Radhanpur State hereinafter contained the British Government has agreed to relinquish the whole of the said duty on all opium that shall be hereafter conveyed into the saud Radhanpur State for consumption therein in accordance with the said covenants

2 The Admunistrator, Radhanpur State, on behalf of the minor Nawab agrees with the British Government with reference to all former agreements on the same subject matter as follows size —

- That the opum from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely) —
 - (a) by direct importation from Malwa and Rajputana or

 - (b) by purchase in Bombay or
 (c) by purchase at any convenient opium depôt of the British
 - Government and that all opium so procured shall be imported into transported through or exported from British India as the case may require in accordance with the law and rules regarding import transport and export of opium at the time in force in the part of British India into through or from which such import
 - (a) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier
- (3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants
- (4) That opium shall not be supplied to any of the said hiersed ven dors except on payment of a price which is not less than the price at which at the time being licensed vendors are being supplied in the British District of Ahmedabat.
- (5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British District of Ahmedabad
- (6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British District of Ahmedabad.

No CVI

AGREEMENT PROHIBITING THE CULTIVATION OF HEMP IN THE RADHANPUR STATE - 1904

Form of Formal Acceptance

- I That cultivation of hemp shall be entirely prohibited in the Radhan pur State
- 2 That the hemp drugs from time to time required for consumption in the Radhannur State shall be obtained only by importation from the bonded or central warehouses established in the Presidency of Bombay The importation to be regulated by rules made for the removal of the drugs from such warehouses and payment of duty to be made previous to removal at the rates fixed from time to time by Government as being leviable on drugs manufactured in or imported into the Presidency of Bombay
- 3 That the Radhanpur State will adopt such measures as shall from time to time appear to the British Government to be necessary for effect ively preventing any export and any illicit import of hemp drugs across its frontiers
- 4 That the sale of intoxicating drugs within the Radhanpur State shall henceforward be conducted by licensed vendors only
- 5 That intoxicating drugs shall not be supplied by this State to any of the said licensed vendors except on payment of a price not less than the quantitative duty fixed by Government from time to time plus cost price of the drugs at such rate as may be ascertained at the commencement of each year by the Political Agent through the Commissioner of Abkari to be the approximate wholesale market price (ex duty) of the drug
- 6 That no licensed vendors in the Radhanpur State shall at any time be permitted to sell intoxicating drugs at a price lower than the quantitative duty and cost price referred to in clause 5 above
- 7 That the system of taxation and control of hemp drugs in this State shall be henceforward assimilated in its general features to that in force in the neighbouring British districts and that the Radhanpur State will hereafter from time to time adopt and enforce any change made in the British system in this connection which the Governor in Council of Bombay shall in the interest of the British intoxicating drugs revenue desire it to adopt and enforce
- 8 That the State will furnish every half year on the 1st October and 1st April the British Political authorities of the Radhanpur State with accurate account of the intoxicating drugs transactions of the Radhanpur State in such form as may from time to time be prescribed by the Commis sioner of Abkari in consultation with the Political Agent Palanpur

No CVII

AGREEMENT and SECURITY entered into by the TOWN and CHILLS OF THRWARA and its DEPENDENCIES with the AGENT of the BRITISH GOVERNMENT, Assar Vud 3rd, or 28th Luly 1820.

The troops and villages depending on Terwara having been depopulated and we (the Chiefs) reduced to great distress, in order to obtain the protection of Government that they may be again repeopled, and that we may be placed in comfort and security, we, Buloache Khan Vuludi Hussun Khan, Ayum Khan Vuludi Kumal hann Rona Aja, Vuludi Roadan, Rona Agra, Vuludi Dhunrajuee, Rona Bechur, Vuludi Dewan juggote Vsun, etc, the whole of the inhabitants of Terwara of our own free will, agree to the following Articles —

ARTICLE I

We (the above named) and our brethren and the Koolees of our dependencies all included engage, not to plunder or rob in the territories of the Honourable Company, nor in any other State or pergunnah, nor to be in anywise the cause of robbery or plunder

ARTICLE 2

We engage not to allow the Khosas or any other robbers or enemies of the Sircar to remain in Terwara, nor the villages depending on it, nor will we maintain any sort connexion with them, not said in their discomfiture or punishment to the utimost of our ability, and we also not so the sort of the Sircar sherever they may be stationed, and should it be necessary will accompany them

ARTICLE 3

The troops of the Sircar have expelled the Khosas, and have restored this country to order and in effecting these measures great expense has been and will be incurred by the British Government we therefore willingly being a sum yearly consistent with our ability, or as the government

In this manner three Articles have been agreed to by us, and we rage to abide by them

(Signed by the Chiefs of Terwara)
rpetual secunty—Gudvi Veerum Vul₁udi Godur

(of Pardir)

m lar a superments were signed by the Chiefs and brother odar, Wao, Chorwar, Suigam, Chadchat, and

No. CVIII.

TRANSLATION of an AGRREMENT with the BRITISH GOVERN-MENT entered into by the THAKUR of THURAD, WAGHELA KAREM SING, on the 24rd AUGUST 1826

Whereas in the hope of protection from the injuries inflicted on our to the third the Khosas, Koolees, and others and of advancing the prosperity of our perguinahs, a bond of agreement with the British Government was executed by us, dated 15th Magsud, Sumvut 1878, in the 3rd paragraph of which we stipulated to pay to the extent of our means our proportion of the expenses incurred in preventing the intoads of the Khosas, or any other marauders, and to pay our quota yearly, in conformity to which engagement we have until now guided ourselves by the instructions of the British Government, but now that the British Government in its great goodness is pleased to cancel the above obligation on our part to pay such necessary expenses incurred for our benefit, we are deeply gratified for the same, and bind ourselves for the future by the following engagements.

ARTICLE 1

We promise to conform ourselves in every respect to our former agreement with the British Government, with the exception of the 3rd paragraph respecting our payments therein stipulated to be by us paid, 'and to conduct ourselves as faithful dependants on the British Government

ARTICLE 2

The Koolees, Rajpoots, or armed men of other districts, who may come peaceably, and with the intention of residing quietly in our tallookas, shall not be licensed to remain without their so coming being communicated to the British Government, and in case security for their good conduct, and bail for their appearance when called for, should be required by the British Government, it shall be demanded from them, nor shall they in such case be allowed to remain without consenting thereto

ARTICLE 3

The ancient obligation existing previous to the above-mentioned Treaty between us and the British Government, and the Baroda Government, shall remain in full force as heretolore, we will in every respect guide ourselves in conformity thereto

ARTICLE 4

We will in no respect permit robbers or, listurbers of the public peace to find shelter in our districts, or any dependincies of ours and when claimed by either the British or Baroda Government we will deliver them up if they fall into our power

ARTICLE 5

Whenever the British forces proceed for the suppression of robbers, bandits, or Khossi, we will prepare all the means in our power of horse and foot in aid of the British armament, and send the ablest of our people with them as becomes obedeent dependants on the British Government, and the person in charge of our contingent shall be placed under the authority of the Commandant of the British forces

ARTICLE 6

The talukdars or petty Chieftains shall on no account wage private wars or disturb the public peace by mutual discords, in case of such quarrels the same shall be communicated to the British Government, and the decision of its authority to be final

ARTICLE 7

We will not avail ourselves of the weakness or poverty of any village land holders to extort Girass or any other rights, and when any village offers to bind itself to dependency or tribute, we promise not to accede to such arrangement without the knowledge and approval of government

ARTICLE 8

The Koolees, Rajpoots, and others, in fact any, inhabitants of our willages shall in on respect be permitted to commit any irregularities in the districts of the British or Baroda Government, or any other dependences, and we are responsible for their mademeanours such are the eight Articles of our agreement, and we will act in conformity thereto and it we are ever found departing from these engagements, we are answerable to make good the claims instituted, and pay such fine as shall be ordered by government, submitting ourselves to its decision

Signed by the Chiefs

Precisely similar engagements were signed by the Chiefs of Wao, Warahi, Deodar, Chorwar, Suigam, Chadchat, Terwara, and Bhabar

No CIX

TRANSLATION of an AGREEMENT taken from the RANA of WAO and others, his relations, dated Palanpur, 27th March 1848

To Major Brown, Political Superintendent of Palan-Pur, for and on behalf of the Honourable Company.

We, Rana Sirdar Singh walad Jalim Singh Chuan of Wow Shereji walad Khengarji of Rachana Wow Taluka, and Chuan Agur Singh walad Verbhaji of Kundalia, Wow Taluka, We, in supersession of the agreement made on the 8th May 1846, do heavy enter into this Agreement with the Government to prevent all sale and export of Ghassya sale brought from the Runn in our taluka, and will not permit its import of transit through it from other talukas or districts, for which we are to receive from the British Government annually the sum of Company's Rs (361) three hundred and sixty-one as follows—

| outhank a rea (2011 euren nanoren | allu 3 | AL) - | | | ,,,, | |
|---|---------------|--------|------|-------|---------|------------|
| Bana Sirdar Singh of Wow for Kundalia, Mowsurree and Assar | the vi | lages | of I | achan | a, • | Rs. 287 |
| Chuan Shereji walad Khengarji of | Bachan | a, vis | _ | | | |
| Of Rachana and Kundaha . | | | | | 41 | |
| Of Assarah | | ٠ | | , : | 3 | |
| Chuan Agur Singh for Kundalia . | | | | | | 64 |
| Wao Taluka | | | | | | 10 |
| | | | 7 | COTAL | | 361 |
| | | | | | | |

In this manner we will receive annually Should any breach of this agreement take place, we agree to forfeit the compensation for the year in which such deviation occurs, and for every additional breach during the same year we agree to pay a fine equal in amount to the yearly compensation granted. The commencement of this agreement is from 1st January 1841, this writing is passed with our free will and consent, dated 27th March 1848.

(Sd) RAVA SIRDAR SINGH, and others.

No. CX.

Translation of an Agreement entered into by the Jharejas of Santulpore for the Suppression of Infanticide, dated Choitro Soodh and, Sumvut 1883, 3rd March 1827.

It being reported that the inurder of female children is still continued among the librarys of Santulpore and Charchut, and as this existion is wicked, unnatural, and forbidden in the Hindin shasters, and as it is the annous desire of the British Government that a custom so degrading and revolute to lumanity should be suppressed, and that arrangements should be made to restrain the Jhreigs brethren from the commission of this crime in fauter, also that satisfactory assurances should be given to that effect, we Kullian Sing, Huns Sing, Buns Sing, Buns Sing, Buns Sing, Buns Sing, Buns Sing, Buns Captun Petritera, hereby declare that since Samuti 1875, AD 1818, when Captun McMurdo made arrangements for the suppression of child murder at Bhop, no one has destroyed his female offsping in our talkat, that fifteen daughters of our family are now living, and we with true hearts engage to days the Sorevance of this contract, and that no one, including all our

brethren, shall again commit this crime in our tablea. We engage also when any daughters are born to us to communicate the same to the Karkoon at Suntulpore for the information of Government, and in order that the births be registered. If any one among our brethren should violate this contract by the murder of his daughter or daughters in our tablea, that man shall be considered a tremmal and we enjage to make Government acquainted with the fact and his name, and if we do not, we have violated our engagements to Government and are offenders

A precisely similar engagement was made on 9th June 1827 with the Jharejas of Chadchat

No CXI.

AGREEMENT entered into by the JHAREJA CHIEFS OF SANTULPORE and CHARCHUT with MAJOR J R. KELLY,
POLITICAL SUPERINTENDENT of PAHLUPPORE, for the
SUPPRESSION of the CRIME of FEMALE INFANTICIDE within
their districts, dated the 18th June and 15th August 1853

The Honourable the Court of Directors having remarked that since the year 18.56 the females of the Ihareja tribe under thenty years of age continue to make the since of the male sex under that age, on the property of the purpose of saving our female and request information on this subject, and we have seen requested by colders make the congagement for the purpose of saving our female on the 25th of Fourary 1812 we write to say that we may only the formation of the subject of the purpose of the purpose of the subject of the su

ARTICLE I

Every Jhareja living in Santulpore and Charchut to whom a daughter may be born, shall immediately give information to the Karkoon belonging to his district, who will enter the child in the list kept by him, from which the yearly returns are framed. (The number of buths which have occurred during the year will with ease be ascertained by these means

ARTICLE 2

In the event of any Jhareja's daughter dyng, information is to be given to the Karkoon in charge of the district, who will make every proper enquiry into the cause of the death and enter the cause of death in the list.

ARTICLE 3

Should any female infant of tender age die, its body is to be shown to ure of the most respectable people of the village, but of different castes, and the cause of death must be ascertamed as far as possible, and stated in the proceedings of the inquest, which must be sent to the government Karkova after which the body may be burned, without this precaution the body must not be burned. No Jharejas are to be allowed to assemble on the punchayet.

ARTICLE 4

Should any Jhareja's infant daughter fall ill, information must be given to the government district Karkoon, and the cause of the illness mentioned to the Karkoon, that it may be noted by him in his list

ARTICLE 5

In the event of any female mfant dying, and being buried without accounting the government Karkoon and assembling a punchayet to ascertain the cause of its death, then the party guilty of the infringement of this agreement shall submit to such punishment as government may decide.

ARTICLE 6.

Shall offend and plead ignorance of the above ergagement as an excuse to escape punishment, he must not be listened to, as all have been made well acquainted with the contents of this engagement.

ARTICLE 7.

In the event of the government Karkoon being engaged in other business elsewhere and unable to attend, then the Chief of the horsemen on the thanna will be consulted, and everything arranged through him.

In this way we have, of our free-will and consent, and being in possession of all our faculties, entered into the above engagement, and we have given, as perpetual security for the due fulfilment of the above writing, the undermentioned, ris, Barote Puttoo Sat Meta wulud Jussa, Swamees Ruttonghur, Sut Maughur, Teighur nulud Mullogoph, Gudvee Hurree Sing Sut Amra wulud Vectma, Brahmins Pachun wulud Kana, Gora wulud Kana, Gora wulud Kana, Coudvee Poonja Sut, Rabeer wulud Davaet, Brahmin Nanjee wulud Muggs, Parmar Rummail wulud Kesserjee, Waghela Vecrum wulud Mala, Brahmin

,

Gungaram wulud Roora Brahmin Bhakur wulud Jewna, Brahmin Jetta wulud Dana, Swamee Gungaghur wulud Maughur and Kapree Samut wulud Ram

Signed by 153 persons

We do hereby state that we shall thide, and cause the Jharejas to abide also by the above writing and we ourselves shall be answerable for it

Signed by the sureties

A precisely similar engagement was signed by the Jharejas of Tharad and Warahi

No CXII.

SUBSTANCE of AGREEMENTS passed by the undermentioned TALUKDARS and JAGIRBARS under the PALANPUR SUPERIN-TENDENCY regarding OPIUM -1879

Whereas new rules have been made by Government in regard to opium and we are to receive the duty at Rs 650 per chest on the optum consumed within our taluka or jagir we the talukdars or jagirdars of in writing as directed an agreement to the effect that we shall not import or permit others to import illicit opium that opium shall not be sold not taluka at a less price than that at which it is retailed in British territory, that we shall furnish to our Thandar for submission to the Political Superintend ent, through the Assistant in charge of the districts, half jearly statement the of opum on sixt March and 30th September of every year, showing the amount sold during the half-year the quantity of openic imported, the amount sold during the nail-year on-amount of the sale proceeds and the stock of opium which remained on

We shall act up to the above agreement and our heirs shall do the Same We pass this agreement of our own free will

Here follow the signatures of the Talukdars and Jagurdars of the Sungam, Terwara, Bhabar, Deodar, Tharad, Kankret, Warahi, Santalpur PALANPUR,

(Sd) P H. LEGELT, Lieut Col, The 6th June 1879 Officiating Political Superintendent

IV -MAHI KANTHA AGENCY.

THE system of perpetual settlement which was adopted in Kathiawar in 1807, and which obviated the necessity of the periodical advance of a collecting or mulkgiri army, was found to be so beneficial to the country and people that it was soon afterwards resolved to extend it to the Gaekwar's claims over the Mahi Kantha The first who entered into engagements of the kind was the Chief of Ghorasar. It was not till 1812 that the Engagements (No CXIII) were generally concluded, by which the Chiefs bound themselves to pay the Gaekwar's dues on the average of what had been collected during the ten preceding years These engagements, however, only settled the Gaekwar's claums, and left unadjusted the exactions levied by the Raja of Idar and the black mad taken by the Koh Chiefs Since 1820, when the Gaekwar agreed onot to send troops into the districts or prefer any claims against the inhabitants in them, except through the arbitration of the British Government, the paramount authority in the Mahi Kantha has been exercised by the British Government alone. In 1830 a court of criminal justice was established in the Mahi Kantha similar to that which had been established in Kathiawar It is presided over by the Political Agent, aided by two or three assessors for the trial of hemous offences and all cases in which the parties concerned are subjects of different Chiefs

Captain (afterwards Sir James) Outram instituted in 1838 border panchavats for the settlement of the numerous blood feuds and disputes between the wild Bhils on the Mahi Kantha and Raioutana frontier The system. which is one of money compensation for crime, was found to be effective in preventing reprisals and maintaining peace. The courts, however, met at irregular intervals owing to the difficulty of arranging a meeting between the political officers on both sides of the border who presided jointly over them, and disturbances again became numerous In 1873, therefore, revised rules were drawn up, providing for the more regular assembly of these courts under one British officer as president, aided by two assessors from each of the States concerned, and enhancing the scale of compensation for certain specified crimes The rules were again revised in 1877, when murder was omitted from the scale of compensation, the scale for wounding was raised, and it was arranged that the Political Agents from both sides should sit on the border court instead of one of them with assessors. It is now (1906) proposed to extend the principle of extradition as far as possible

In 1886-1887 the total abolition of transit dues throughout the Mahi Kantha was effected

The area of the Mahi Kantha is 3 124 square miles, the population, according to the census of 1001, is 361,545, distributed under the Maharaja of Idata, the Maharana of Danta, and numerous petty Chiefs, of whom the Rao of Pol and the Rawals of Maipur and Mansa are the most important The total revenue of the Mahi Kantha, including that of Idar, may be estimated at about Rs 10 85 374. Out of this total, tributary payments are made to the British Government (Rs 921-11 2), to the Gackwar (Rs 1,29,483), to Idar (Rs 8,652 4 5),* and to certain other authorities (Rs 2978)

i. IDAR.

After the short tenure of the office of Moghal Deputy in Gujarat by Abhai Singh, Raja of Jodhpur, his two younger brothers, Anand Singh and Rai Singh, aided probably by the influence of his name, possessed themselves of the principality of Idar This family is the last that effected a settlement in Gujarat by conquest

The Idar territory comprised the districts of Idar, Ahmadnagar, Morasa Bayar, Harsol, Parantij and Bijapur, to which five other districts were rendered tributary. Anand Singh was killed in one of the numerous conflicts with the Rajput proprietors of the soil, and was succeeded by his younger son, Sheo Singh, under the guardianship of Rai Singh, his uncle, who shortly afterwards died without issue During the rule of Sheo Singh he was stripped of Parantij, Bijapur, and half of the three districts of Morasa, Bayar, and Harsol by the Peshwa, which districts were afterwards ceded by the Peshwa to the British Government The other half of the Idar territories went to the Gaekwar, who contented him self with the exaction of a share of the annual revenues which, at the settle ment of 1812, was fixed in perpetuity at Rs 24 001 for Idar, and Rs 8 952 for Ahmadnagar Sheo Singh died in 1791, leaving five sons, the eldest of whom, Bhawan Singh, succeeded him but died in a few days, leaving the State to his son, Gambhir Singh a boy of ten years

The death of Sheo Singh led to dissensions in the family, which ended in the dismemberment of Idar Sagram Singh, second son of Sheo Singh, who had received Ahmadnagar from his father in feedlad grant, assured independence, and with his assistance Zalim Singh and Amir Singh, two

[•] In addition to the sum, which is paid by otherwise independent. States the Maharaja of Idar receives annually Rs. 19140 from Chiefs who are his own feedatories—eads page 270.

other sons of Sheo Singh, after a long struggle, possessed themselves respectively of Morasa and Bayar during Gambhir Singh's minority. Indra Singh, the fifth son of Sheo Singh, who was blind, received Sur and three other villages for his support.

Sagram Singh, Chief of Álmadnagar, died in 1798, and was succeeded by his son, Karan Singh Zalim Singh, of Morasa, died childless in 1806, and Morasa ought to have lapsed to Idar. His widow, however, was allowed by the Gackwar to adopt Pratab Singh, Karan Singh's brother, on whose death in 1821 Morasa was united with Ahmadnagar, but Gambhir Singh never ceased to lay claim to it. On the death of Amir Singh of Bayar without children, the reversion of Bayar was claimed by both Idar and Ahmadnagar. The dispute was investigated in 1821 by the Political Agent of the Mahi Kantha, and an Engagement (No CXIV) was concluded adjusting all the disputes between Idar and Ahmadnagar Idar renounced all claim to Morasa and received two thirds of Bayar, the remaining third going to Ahmadnagar. This settlement, however, was never acted on, and the disputes continued as vehement as before.

Gambhr Singh of Idar died in 1833, and was succeeded by his son, lawan Singh. Owing to mismanagement to The Jawan Singh's minority and the rapacity of the leading Chiefs, the wido. of Gambhr Singh applied to the British Government to take the State under its own management. This was done in 1837. The control of the British Government was relaxed in 1852, but a check on the expenditure was maintained till 1859, when the entire management of the State was transferred to the Raja

The Chief of Ahmadnagar, Karan Singh, died in 1835, leaving two sons, Prithwi Singh and Takht Singh. On his death a forcible sati occurred, notwithstanding all the efforts of the British officers to prevent it. Immediately after the performance of the rite, Prithwi Singh and Takht Singh with their followers fled to the hills, and several of the subordmate Chiefs were at the same time in rebellion. To prevent a general outbreak an annesty was proclaimed, of which Prithwi Singh and Takht Singh were the first to avail themselves. Prithwi Singh was installed in Ahmadnagar on his engaging (No CXV) to prevent the practice of sati, to entertain no foreign mercenaries, to refer all disputes to the British Government, and to abide by the engagements of 1812. Prithwi Singh ded in 1839, and, on the death of his posthimous son in 1841, the succession devolved on Takht Singh. This Chief was elected ruler of the State of Jodhpur, on the death of Man Singh in 1843. After going to Jodhpur he still claimed the right

to retain Ahmadnagar in his family, but in 1848 the British Government decided that this claim was invalid, and that Ahmadnagar should revert to the Idar State, together with Morasa and Bayar

In 1861 the Idar Darbar agreed (No CXVI) to prevent the smuggling of salt through Idar territory

Jawan Singh of Idar, who received a Sanad in 1862 (see No LIX)

guaranteeing to him the right of adoption and was a Knight Commander of the Star of India ded in December 1868, when the succession of his only son, Kesri Singh, was recognised by the British Government During the minority of the young Chief, the State was managed by the Political Agent

In 1874 an Agreement (No CNVII) was concluded with the Idar State for the construction of a weir in the river Hathmati and of a canal through Idar territory By this agreement civil and criminal jurisdiction within canal limits was delegated to the British Government

In 1881 an Agreement (No CXVIII) was concluded with Idar, whereby the State renounced all claim to certain co-shared villages situated to the Ahmadabad Collectorate, and was given in lieu thereof four other villages to be held as part of the Idar State

In 1883 Idac and Tintos (a vassal of Idar) accepted the Opsum Agreement (No CYIY), which had been concluded in 1878 with the

In 1885 86 the Gaekwar's contingent was disbanded, and regular mounted and foot police were entertained in their place from the subsidy

In 1886 87 the total abolition of transit dues throughout the Mahi Kantha was effected

In 1887 88 the Scott College for the education of the sons and

Bhayads of the smaller Chiefs of the Vahi Kantha, who could not afford to

In 1888 S9, in order to prevent loss to the British abkari revenue, Idar agreed to take the inquor required for three of its villages from the central distillery at Ahmadabad, and the abkarı of Barmuara, Rakhial, Mahisa Ghorasar, Haldarwas, and Khadal was leased to Government for a

The abkan lease of the Ghodasar (including the village of Haldarwas) and Khadal estates was renewed in 1897 for a period of ten years, commencing from the 1st August 1895, as were those of the Bavisi villages of Barmuara, Rakhal, and Mahisa, from which, honever, no formal agree * ments were then considered necessary The leases were again renewed in 1004 for a further period of ten years

. In 1806 a new Opium Agreement (No CXX) was made with Kesri Singh

In 1807 the Maharata ceded to the British Government the land then, or thereafter, required for the Ahmadabad Parantii railway, together with full civil and criminal jurisdiction over the railway

Kesri Singh, who assumed the management of his State in 1882, and was created a Knight Commander of the Star of India in 1887, died on the 20th February 1901 A posthumous son, born on the 4th of October 1901 and named Krishna Singh, was recognised by Government, but died on the noth November 1901, and the Government of India then recognised Colonel Sir Pratap Singh as successor to the Idar gadi, on which he was installed on the 12th February 1002, at the age of 56 Pratap Singh is the second son of Takht Singh of Jodhpur, who was the last Raja of Ahmadnagar and who succeeded to the Jodhpur gadı after the death of Maharaja Man Singh Sir Pratap Singh served in the Tirah campaign and the Mohmand expedition, and held the command of the Jodhpur Imperial Service Lancers in China He was created a Knight Commander of the Order of the Bath in 1000, and a Knight Grand Commander of the Star of India on the 22nd June 1807, and made an Honorary Aide de Camp to His Majesty the King Emperor on the 11th January 1902, and given the Honorary rank of Major-General in the British Army on the 0th August 1902 He is also an Honorary LL D of the University of Cambridge

In April 1902 the Government of India recognised the adoption by Sir Pratap Singh of his nephew, Daulat Singh, as his heir to the gadi, on the usual condition that no legitimate son should thereafter be born to the Maharaja At the time of his adoption Daulat Singh was 25 years of age, and he was appointed an Honorary Aide de Camp to His Royal Highness the Prince of Wales at the Coronation in 1002

The Chief of Idar pays annually Rs 30,339-15-2 as "ghas dana" (forage for cattle) to the Gackwar and receives Rs 19,140 6-11 as "khichri" (supplies for troops) from Chiefs in the Mahi Kantha

The area of the Idar State is 1,669 square miles, and the population, by the census of 1901, 168,522 The gross revenues of Idar, which are shared by the Maharaja with his feudal Chiefs, are about six lakes of runces, the net revenue amounts to Rs 4,10,771

The State has (1905) 7 serviceable and 19 unserviceable guns, and 550 · armed police The subordinate Chiefs hold their estates on condition

of military service, the quota being three horsemen for every Rs 1,000 of revenue The actual force maintained by them amounts to about 800 men, of whom less than a fourth are mounted and all of whom are undiscip

The Maharaja receives a salute of 15 guns, which was finally ap proved in Her Majesty's Order in Council of the 26th June 1867

2 PETTY CHIEFS Of the other Chiefs in the Agency, the Rao of Pol, the lineal descendant of the former Raos of Idar, and the Maharana of Danta are second class Chiefs exercising almost plenary powers The latter was granted a personal salute of 9 guns in 1903 The other Chiefs have only petty junsdictions Many of them belong to Koli families, and both before and since the introduction of British influence into the Mahi Kantha have been notorious chiefly as turbulent freebooters A minute account of the various occasions on which the British Government have interfered to quiet the country and maintain peace before and since the general settlement of the Mahi Kantha would be out of place here Some of them executed Agreements (see No CVVI) in 1861-62 binding themselves to prevent the smuggling of salt through their territories In 1878 they accepted an Opum Agreement (see No CXIX), and in 1896 they made fresh Opum Agreements (see No CXX) In 1891 the Thakur of Katosan ceded Junsdiction over that part of the Viramgain Mesana railway which passes through his Estate The nature of other arrangements made with them from time to time will appear from a perusal of the Engagements

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Part I

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No CXIII

SECURITY BOND of sixteen ARTICLES taken by LIEUTENANT-COLONEL BALLANTYNE on behalf of the BRITISH GOVERN-MENT from the CHIEFS of the MAHEE KANTA in the year 1812

We Thaloor * * Koonwur * * brothers, nephews, and dependent on the zillah * together with those bearing arms and

According to the custom of the country we have received the orders of government as subjects to be obedient, and to live peaceably and orderly We agreeing thus do of our own accord write the Articles of zamin, fa'el zamin, ar zamin, harr zamin and mal zamin as follows —

ARTICLE 1

We will not be gailty of any noience, theft etc, nor will we instigate others to such acts in any part of the country. We will not associate with, nor instigate others to associate with outbans, whether Koolees (Raipoots), Mussilman solder, hattees, or other offenders. We will not give them shelter, nor food, nor hooka, nor water if these come into our villages we will scree and give them up to government if they should be passing through our boundaries we will pursue, seize, and deliver them up, and then act as government shall order. We will not in any way assist disturbers. Should we be detected in having anything to do with them we will be answerable to government.

If the footsteps of theses are traced into our boundaries we will early them forward and deliver them over to the next village, if the third should belong to our village we will hand him over to government, and the property stolen. Should we know that the people of the next village are engaged in any unlawful acts we will make it known, if we do not we will asser for it ourselves. It any of our people go into the Company's districts, or into any other tablooks to steal, we will be answerable, if the thref should be killed in the act we will not make any claim, nor raise any fend on that account.

ARTICLE 2

The management of our talooka and land shall always be conduct din obedience to government as hitherto

ARTICLE 3

We agree to the arrangement of government regarding the dues of ghasdana, jummabundee, kinchree, and other lawful demands, in that manner we will pay them annually. The government dues and certain dues to zemindars are payable by us, and we have given banker's security for their payment, in that manner we will pay without fail

ARTICLE 4

Should we have taken possession of any zemindar's land or village to the many the provider on reasonable terms. Should we have obtained any one's land or villages by a loan of money, we agree to its being redeemed in any reasonable vap government may decide on, and lay no claim on the land, nor will we dispute with the owner of the village about it. Should there be any dispute on money transactions, either now or hereafter, we will refer it to government and abide by its decision, but will not quarrel direct with the parties, nor accumulate any expense on them, nor without the consent of Government will we purchase or take in pledge or present any lands, Gurass, or village

ARTICLE 5

We will not quarrel, nor fight, nor instigate others in our talooka, with our relatives or among ourselves. If there should be any disturbance of this kind we will refer it to government and abide by its decision, we will not act for ourselves in anything. If any villages quarrel or collect a mob we will not we nothing to say to it. If there should be a government thanna now or herealter, as they shall tell us so will we do

ARTICLE 6

Our lawful idues, Girass, wanta, vole daan rukhoopa, whatever we have always enjoyed, and claim either in the Company's districts or un talookdars' or zemindars' lands, we will give a detailed account of such to government, and as government shall provide for its payment, we and our children, to the latest posterity, shall abride by What government will give we will receive with gratitude. Should there be lany boundary dispute it shall be referred to government, what shall seem reasonable to government to decide we will agree to

ARTICLE 7

If any Girassia shall come to live in our talooka and shall not receive his Girass, runwutia,† pusaceta,‡ we will inform government, but will not allow him to proceed to volcaice direct if we fail in this, and anything
*For further measures takes for the protect on of these guaranteed rights and Harola.

blood compensat on

happens in consequence, we will be answerable, or we will hand over such Grassia to government. We will take care that no servant of ours while in our service, being discharged, shall, under pretence of claims on us, create any disturbance, be he Rajpoot, Koolee, or other, or we will be answerable

ARTICLE 8

We will not impede any merchant or traveller going or coming, we will protect the roads if any loss is incurred in our boundaries we will expel and hand up the author to government and be answerable. We will not levy more than ordinary transit dues on any persons

ARTICLE 9

Should there be any schundy, horse and foot, in our service, whether Sindees, Arabs, Mukranees, or other foreigners, we will discharge them, and we will not mantain foreigners in future, nor allow others to do so If we shall be proved to do so hereafter we will be answerable, and we agree to any punshment government may inflict.

ARTICLE 10

Should we have given to any one from our paternal estate or shares of our brotherhood any Girass, wanta, pusaeeta, in payment of loan or compensation of blood, or inam, we will not resume without repayment or compensation

Any Gwass or land given for the maintenance of our brothers or relatives which they have always enjoyed shall, not be resumed; if in these things there should be any dispute it shall be referred to government, and any reasonable order obeyed

ARTICLE 11

If any one in the Company's service, or any troops, be coming or going, we will guard and watch them while on our boundaries, and, according to the custom of the country, will give them guides and guards to escort them beyond our boundaries

ARTICLE 12

If the Kooles of our boundaries have any horses it shall be made known to government, and as orders shall be received they shall keep them or not. If we offend government, and government take our horses from us we can lay no claim on that score

ARTICLE 13

We will not allow any one to smuggle opium without a perwannah from government sealed. Should it be attempted we will seize it and report it to government, and as government shall order so will we do

ARTICLE 14.

If any mehta or sepoy shall come to superintend at our villages we will show all our papers and accounts, and will not refuse.

ARTICLE 15.

For any past robberies, if any footsteps have been brought to our village, or the thief is proved to be in our village, or the stolen goods are proved to be in our village, we will restore the whole, and be answerable to government.

ARTICLE 16.

Besides the above Articles we will obey any orders of government. If on any money matters, or any business, or to give evidence, any person is required, we will produce him.

In this manner we have written sixteen Articles, and we and our posterity will abide by them, if we fail herein we will abide by such punishment as government may inflict. For adherence to these Articles our country and lands, Girras and revenue, are our securities for our good conduct. Bharote * * of the pergunnah * is fa'el zamin, hazir zamin, and mal zamin, and Thakoors * * * of *

* * are our counter-securities, together with their villages. As above written every year and for ever these shall be answerable and make us so.

No. CXIV.

1843.

TRANSLATION of an AGREEMENT entered into by SREE MAHARAJ KURUN SING, KOORR PIRTHER SING, and TUKHT SING of AHMEDNUGGER, with SREE MAHARAJ GUMBHEER SING of EDUR, on the amicable settlement of their mutual claim to the BAYER PERGUNAN, vis.—

ARTICLE 1.

Whatever revenue realised from the talookas of Ahmednuggur, Morasa, and Megraj, and from the villages of Saberkaunta, together with whatever claims for ketcheree and salamee we may have on the Brahnins and Girasias of the above three talookas, and which we have enjoyed from former times, to remain in our possession, retaining also our right on Suchodur and Peplodur.

VOL. VI.

ARTICIS 2

You have with your free will and pleasure bestowed on us the Morasa and Megraj talookas these we will enjoy

ARTICLE 3

The Bayer pergunnah which Ameer Singice enjoys, and regarding which we have come to the following amicable understanding -

Whatever revenue may be collected from Bayer, Rupees 1,501 to be paid yearly to Kakajee Washeljee and her two daughters for their maintenance of the balance remaining one-third to be ours, two thirds yours, to be divided according to the sum realised. The share given to you will remain yours as long as sun and moon may endure Should Waghela Kakajee die, or her daughters Phuljee and Phutjee marry or die, then the sum allotted for their maintenance to be divided amongst us, two thirds yours, the remaining third ours

ARTICLE 4

We empower you to marry the three Baees, Ajujee Lall, Phuljee Lall, and Phutjee Lall to whomsoever you please We will pay Rupees 7,001 on account of the expenses of the marriage, any sum exceeding that must be paid by yourself The marriage and household expenses of Ajujee Lall you must yourself defray, with it we have nothing to do the sum of Rupees 7,001 we give but once, and only on the condition that you effect their marriage If they remain unmarried then that sum is not to be paid. The marriages of Ajujee Lall, Phuljee Lall, and Phutjee Lall being effected by you, the amount above mentioned will be paid by us

ARTICLE 5

The talooka of Kuntaloo Bara, including fines, property, customs, ketcheree, vera, etc., together with whatever may be produced therefrom, we have bestowed on you with the ghasdana. We will never make any claim thereto Enjoy the same from one generation to another, for as long as the sun and moon may endure so long will it be yours, neither I nor any who may succeed

to me will prefer a claim thereto

In this way have we, being in full possession of our faculties, and with our free will and consent, and through the instrumentality of Colonel Ballan tyne, entered into the conditions of this agreement, which will be respected accordingly We will give no encouragement to the haramkores of your country, and you must not afford any to ours The enemies of both talookas to be the mutual enemies of each I will enjoy the putta of Wurragaum which is under Morasa, you may take back all lands villages belonging to Hursal, which may have been forcibly taken possession of in Wurragaum There shall be no obstruction from me Whatever claims Hursal may have in Purosum shall be settled The ghasdana of Dawaree Veerawala, which is included in the tribute paid by Edur, we will pay to you yearly What is above written shall be respected, and Sree Samlajee is offered as a guarantee that no difference will occur hereon, which will be respected even as the words of a holy man

Sumvut 1883, Bysack South 10th, Shunewar, Camp Edur

(Sd) MAHARAI KURUN SING KOOSE PIRTHER SINGIRE

TUKHT SINGIER

201

Above written is correct

Part 1

** Written by DESSAE OOCHUL KUTTOO by order of MAHARAI KURUN SING

Witness Ootegurn Ram Ieewan Ram. by order of the Huzoor

SADRA. The 4th May 1842 BHAROTÉ OOMED SING BUNNEE SING KUMPAWAT PIRTHER SING

No. CXV

TRANSLATION of a PAPER addressed to CAPTAIN OUTRAM. ACTING POLITICAL AGENT, MAHEE KANTA, by MAHARAI PIRTHEE SINGIEE KURUN SINGIEE,-1836

In your letter to me, dated 18th February 1836, you informed me that it was the intention of the British Government to restore my throne and kingdom to me if I would subscribe to certain conditions therein enumerated. to these conditions I agree as follows -

ARTICIR 1

I will abide by the said agreement that was entered into in 1812 with the British Government

ARTICLE 2

From this time forward neither I nor my children nor my postenty will perform the ceremony of suttee.

ARTICLE 3

I will appoint a respectable and active minister to manage the business of my State, subject to the at proval of the British Government VOL VI

U 2

ARTICLE 2

You have with your free will and pleasure bestowed on us the Morasa and Megraj talookas these we will enjoy

ARTICLE 3

The Baver pergunnah, which Ameer Singjee enjoys, and regarding which we have come to the following amicable understanding —

Whatever revenue may be collected from Baver, Rupnes 1,501 to be paid yearly to Kakajee Wagheljee and her two daughters for their maintenance of the balance remaining one-third to be ours, two thirds yours, to edivided according to the sum realised. The share given to you will remain yours as long as sun and moon may endure. Should Waghela Kakajee die, or her daughters Phuljee and Phutjee marry or die, then the sum allotted for their maintenance to be divided amongst us, two thirds yours, the remaining third ours.

ARTICLE 4

We empower you to marry the three Bases, Ajuyee Lail, Phuljee Lail, and Phutjee Lail, to whomsoever you please We will pay Rupees 7,001 on account of the expresses of the marriage, any sum excreeding that must be paid by yourself. The marriage and household expresses of Ajuyee Lail you must yourself defray, with it we have nothing to do the sum of Rupees 7,001 we give but once, and only on the condition that you effect their marriage if they remain unmarried then that sum is not to be paid. The marriage of Ajujee Lail, Phuljee Lail and Phutjee Lail being effected by you, the amount above mentioned will be paid by us.

ARTICLE 5

The talooka of Kuntaloo Bara, including fines, property, customs, letch ere, ever, etc., tect, together with whatever may be produced therefrom, he have bestowed on you with the ghasdama. We will never make any claim thereto Empoy the same from one generation to another, for as long as the sun and moon may endure so long will it be yours, neither 1 nor any who may succeed to me will prefer a claim therefore.

In this way have we, being in full possession of our faculties, and with our free nill and consent, and through the instrumentality of Colonel Ballan type, entered unto the conditions of this agreement, which will be respected accordingly. We will give no encouragement to the harmations of your country, and you must not afford any to ours. The enemies of both talcokas to be the mutual enemies of each I will enpoy the putte of Wuragaum, which is under Morasa, you may take back all lands, villages belonging to thirsal, which may have been forcibly taken possession of in Wuragaum There shall be no obstruction from me Whatever claims Hursal may have may also the processing the processing the processing which is

taken from the Putta, I claim Rupees 700 as compensation for the salt which comes by way of Poseena, and Rupees 300 is the revenue derived from the

duty on the salt in Kheroje for this I claim Rupees 200

The duty on salt which passes into the territory of the Edur State amounts to Rupees 1 000, for this I claim Rupees 700, altogether Rupees To please the Sircar I have only shown what is due on account of compensation for salt alone, but the revenue derived from the duty on salt is fluctuating, therefore in exchange for the duty on salt which comes by way of Poseena, I should get a jaghire, so that in future I should receive no hindrance

2 After the arrangements about the salt are completed, should any one bring salt from Marwar vid Poseena and other places into my State, and if such person is arrested by Sircar's men and handed over to me, I will put under attachment the carts or bullocks on which such salt may be, and have it sold by auction and divide the proceeds into three shares, of which one share will be given to the person who gave the news thereof, and one share will be given to the sepoys of the Sircar's Chowkee and to the Karkun, and half of one share to the Talookdar in whose territory the capture is made, and the balance will be taken by my State, and beyond this the Sircar will not be troubled in the matter

3 After these arrangements are made, and six months after a proclamation has been promulgated that salt from Marwar is not to be brought into my territory, if any Sircar's official informs me that there is such salt from Marwar in any one's house or shop or other place in my State, I will attach and have it sold by auction and the amount derived from the sale will be disposed of as laid down in the 2nd paragraph but if before the six months

has* expired any one informs me that either in his house or shop there are a

certain number of maunds of salt, and that he is not able to sell it within the six months, then should purchase it at the rate obtaining then, if not then a Sunnud should be given to the owner permitting him to sell the salt, and after it has been sold the Sunnud should be taken back

4 The inhabitants of my talooka obtain Marwar salt at a low price, and when that is put a stop to in case salt at an equally low rate cannot be obtained from the Sircar's salt pans. My subjects are not rich, so the Sircar should fix a price and enable them to obtain salt from the Sircar's salt pans at about the same low rate they at present get the Marwar salt at, so that they may not feel aggnesed or suffer loss

In order to assist the Sircar in making the arrangements for the prevention of salt passing into my State from Marwar I have written as above. therefore it arrangements are made in accordance with what is written above then I acquiesce, therefore I should receive from the Sircar an agreement to the above effect, and I will make arrangements as above about the salt

28th October 1861 - Edur

SADRA,
The 31st May 1873

True translation (Sd) P H LFGEYT, Acting Political Agent

ARTICLE 4

I will pay my ghasdana and any balance that may be due to His Highness the Gunkar through my Nishadar Oomed Sing Bharote, of Putton, and in future I will containe my nisha as heretofore

ARTICLE 5

The expenses of the individuals confined at Sadra on account of the suttee shall be defrayed by me

ARTICLE 6

I will retain no Arabs. Mukrances Purdessies, or others, whether horse or foot, except those that are old servants of my house.

ARTICLE 7

If there should be any quarrel between any of my Thakoors and any village, I will make known the same to the Political Agent, and as he shall advise so will I do

ARTICLE 8

I will not attack the Thakour of any village without the permission of the Political Agent

ARTICLE 9.

My minister Mahadjee Soobhavut is guilty in the affair of the suttee I will not give him shelter within my territory I will act according to what I have written above

o water mare written above

What is written above is correct.

AHMEDNUGGUR, 18th February 1836

(Sd) TURHT SINGJEE.

In Maharajee Pirthee Singjee's handwriting

No CXVI

Translation of an Yadee, dated 28th October 1861, passed by the Edur Durbar when Major Whitelock was Political Agent in the Mahee Kanta.

1 The duty on Marwar salt by way of Poseena amounts to Rupees 250, and the duty on other merchandise taken away in exchange for the salt from this Putta amounts to Rupees 1,000, altogether Rupees 1,250 but from the etopping of this salt and the consequent decrease of other merchandise

such a price as would enable the ryots to purchase it at the same rate as Marwar salt, but to please Government and on condition that the price shall never be raised, and that sufficient salt be give at that price for all the inhabitants of my Sunsthan, on my order to the person in charge of the salt work, and on condition that Government give me a Sunnud granting me these conditions, I agree to take salt at one anna per Bengal maund

True translation.

EDUR, }
The 2nd July 1862

(Sd.) J. BLACK, Political Agent.

True copy.

(Sd.) P. H LEGEYT,

Acting Political Agent

TRANSLATION of a LETTER from the RANA of DAUNTA to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA, dated the 20th February 1857,—No. 341.

After compliments—On receipt of your letter No 4245, dated the 15th November 1856, and other letters Nos 4326, 53,272, and 473, on the subject of putting a stop to salt being brought from Byatra and Bakeysir through my taluka and of my relinquishing my right to take the duty on this salt on receiving compensation in heu of it from the Sircar, I sent to your presence my Vakeel, Narotamdas ljatram, and I have received a letter from him, telling me what instructions he has received from you, and therefore I now write—

11.f. On Wallace Salub requesting 1t, I had formerly furnished a statement showing the receipts on account of revenue from duty on salt for 15 years from 1892 to 1995 Sumbut. After this at your request a statement showing receipts of revenue on the same account from 1908 Sumbut to 1911 Sumbut was sent to you

From the improvements in the roads and better arrangements for the safety of travellers, the receipts for the four years are considerably larger than those for the 15 years, which will be perceived by you, and I am hopeful that through proper arrangements the revenue in every way will be increased, so that to relinquish my right to take the duty on this sait and to take in exchange a fixed sum is not what I wish to do at all, but as it is the wish of the Sircar I do not wish to oppose it, so to please the Sircar I agree

In the statement of the receipts for salt revenue for four years, namely, from 1808 Sumbut to 1811 Sumbut, before furnished, there is not mentioned the amount of duty on salt which the Bheels and other poor people of my talooka had been excused from paying, and if this duty were to be taken from

TRANSLATION of a 11 TER from MAHARAJA JOWAN SINGHJER

of EDUR to CAPTAIN I BLACK, POLITICAL AGENT.

After compliments - Your letter of the 22nd May last on the subject of the exclusion of Marwar salt I received, and I replied thereto on the 24th idem, on which you again wrote to me on the 26th idem, and to that letter I replied on the 2nd ultimo after that my Karbarce Keyulram and Sirdar Thakoor Urjun Singice being with you at Sadra, you requested them to ascertain the price at which I required the salt should be sold by Government, so as to be cheap enough for the Edur Sunsthan ryots' on this, Karbaree Kevulram and Thakoor Urjan Sing represented to you that I had

*28th October 1861

on a previous occasion presented a yad* and that if Government were to give the salt at Anwurpore gratis even, it could not be supplied at a rate such as

would suit the Edur ryots, but that the salt should be supplied at the rate of one anna per (Bengal) maund, to which you replied that you wished me to put in writing what terms I wished for the information of Government My reply is as follows -

1 You informed me at Fdur that Government had sanctioned compensation to me at the rate of Rupecs 1,600 per annum provided I should agree to exclude Marwar Salt, but I, from the first, informed Major Whitelock that I required a juglise of that value, on which that gentleman wrote to the Dufturdar, Mr Heera Lall Balcrishna (then at Ldur), to inform me that when the division should take place of the co-shared villages that matter would be considered, and you also told me so and in receiving compensation as you we aware many difficulties arise, and you are aware too that my receipts on account of dan are of a fluctuating kind just like the revenues of a village, and should I receive compensation I might be annoved with Government taxes, and the way to avoid all such annoyances is to give me a jaghire, therefore as before requested let a jaghire be given of the value of Rs. 1,600

to Ihformer

to Government servanta. to Maharaj of Edur

2 I stipulate for the division of smuggled salt that may be seized according to the scale I agreed to in my sad of 28th October 1861

3 You informed me that Government wished that all cases of smuggling should be made over to the Political Agent for disposal by him, but should any offence, such as smuggling, be committed, it should be disposed of by me if it occurs within my jurisdiction

A With regard to any Marwar salt which may be in the houses of my roots after the Marwar salt has been declared contraband, I require that the provisions of the 3rd paragraph of my former yad may be observed, 218, that from the date of the proclamation excluding Marwar salt, six months may be allowed to my buny's and others to dispose of any Maryar salt they may have

5 Should Government give me compensation in jaghire instead of money, I agreed in my letter of the 1st June to take salt if it were given at

jurisdiction passing through my territory, and if the Sircar orders me to see to this and to help in the matter, I will act up to such orders

Shrawan wad 11th Sumbut 1917 "Shaniwar," jist August 1861. SADRA. (Sd) THAKOOR BECHARJI SAVJI.

Written by Parick Lallu Pitambardas of Attursumba, at the wish of the principal

Given before me at Sadra on 31st August 1861.

(Sd) C R WHITELOCK.

True translation

SADRA,
(Sd) P H LEGRYT,

31st May 1873.

Acting Polli. Agent, Mahee Kanta.

TRANSLATION of an AGREEMENT passed by the THAKOOR of POL to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA, dated 9th September 1871.

After compliments —The Sircar's Hoozoor Karkoon, Amrut Lal Gulabchand, has informed me of the wish of the Silcar to prevent salt passing into and from the Mahee Kanta from Marwar and other places I agree to the wishes of the Sircar and beg to write that no salt passes through my Putta of Pol into the Mahee Kanta from the salt pans in Marwar and places of another jurisdiction, and as it is the wish of the Sircar, I agree and write that for the future I will put a stop to any salt being taken from the salt pans in Marwar and places of another jurisdiction through my Putta of Pol into the Mahee Kanta, nor will I allow it to be brought into the Putta

Salt is brought from Marwar and other places for the use of the people im yillages by way of Poseena Putta, and other places passing through the villages of Edur, and passing through my Putta it is taken into Meynar and Wagar and other Zillas. The duty on this and on the salt from the Sircar's salt pass passing through my Putta is received by my Darbar. A statement showing the receipts for five years from Sumbut 1912 to Sumbut 1916 is sent. The Sircar will take this into consideration, but I wish to mention that except duries, there is no revenue in my Putta, so if the Sircar will take the sind will make an arrangement to give me compensa-

.. 4

fill agree to it, and stop taking the duty on the saft from the places in Rajastian which comes into this Putta through aces, and which passing through my Putta goes into Meywar, and will not allow it to be brought into or taken through my and will not allow it to be brought into or taken through

them at any time again, they could not deny their liability to pay it, but when the Sircar fixes a certain sum as compensation, then it can neither be increased not lessened therefore you should take the revenue I receive on account of the duty on salt into consideration, and estimate its amount at an increased rate, but should you not be disposed thus to increase it, then for such a trilling amount I am not willing to give you trouble

If an average is taken of the receipts on account of revenue from duty on salt for the four years from Sumbut 1908 to Sumbut 1911 it gives one of Rs 31 per annum for which sum I beg you will make an arrangement, and on receiving your reply I will cease from taking duty on salk, but for the sake of my subjects I feel it necessary to state as follows for your favourable consideration—that when the Palanpur Dewan and Thakoor Therada agreed to stop taking duty on salk and to receive in exchange a fixed sum, it was settled by the Strear that they should obtain as much salt as was required for the use of their subjects from the salt pans of the Sircar, and that the price of it should be somewhat lover than the price then obtaining I beg you will write to the Sircar and make a similar arrangement for my subjects, and I am hopeful if you do thus write that the Sircar will give its consent

Favour me with correspondence

Metee Mah wad 11th War Shooker 1913 " Sahi"

True translation

SADRA,
The 31st May 1873

(Sd) P H LEGEYT,
Acting Political Agent,

TRANSLATION of an AGREEMENT passed by the THALOOR of SAMEYRA to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA

Written by the Thakoor of Sameyra, Becharji Savji, as follows -

It is the wish of the Sircar to make arrangements to present salt from Marwar and places of another jurisdiction heng brought into the Maloes Kanta. If the Sircar makes such arrangements then I agree to prevent salt being brought through my State from places of another jurisdiction, but in consequence of this is shall be a loser, therefore in exchange for the duty on said salt, I am willing to take as compensation annually Rupees 33 of the Bombay currency, so from the date the Sircar orders it I agree from that date to stop salt from places in another jurisdiction passing through my territory, and from that date I abould receive annually Rupees 35, and if he Surcar makes arrangements for preventing salt from places in another the survey of the surv

In the above manner I have agreed and write this agreement, the Sircar therefore should do as it thinks fit

12th September 1861. Baderwa Sood 8th Sumbut, 1917, " War Geraoo" Wazeanugger

(Sd) THAKOORIEB NUVULSINGIEB True translation

SADRA. The 31st May 1877

Port I

(Sd) P H LEGEYT. Acting Poltl Agent, Mahee Kanta.

TRANSLATION of an AGREEMENT passed by the THAKOOR of DEYROLE (WAGEYLA) to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA, dated 13th September 1861.

After compliments -My request is that the Sircar's Hoozoor Karkoon, Amrut Lal Gulabchand, has informed me that it is the wish of the Sircar to prevent salt passing into the Mahee Kanta from Matwar and places of another jurisdiction I agree to the wishes of the Sircar, and beg to write that no salt passes through my Putta of Deyrole to the Mahee Kanta from Marwar and places of another jurisdiction, and as it is the wish of the Sircar I agree and write for the future I will put a stop to any salt being taken by any trader, etc., through Deyrole or any of its villages into the Mahee Kanta from Marwar or places of another jurisdiction

Salt is brought from Marwar and other places by way of Poscena Putta. and passing through my village of Radeewar is taken into the villages of Edur, and so on to Wazanagar and Pal, and it is also used by the inhabitants of my Putta

For the salt which comes from places in other Rajasthan and passes through Radcewar I obtained a light duty, but I keep no account of it, however the receipts per annum are about Rupees (51) lifty one If the Sircar will take this and the fact that about (900) nine hundred maunds of salt arc required for my subjects into consideration, and that you will make arrangements for me to obtain salt at low rate, I will stop taking duty on and prevent the salt being brought through my taluka into Liur and other zillas from Marwar and places in another jurisdiction by way of Poseena Putta.

Further should it come to my knowledge that my one is attempting to avoid paying the Sircar's duty and is taking away salt, I will have him apprehended and will hand him over to the Sirear, but should any one thus avoid paying the duty unknown to me then I must not be held responsible

No. CXVII.

TRANSLATION of an AGREEMENT between the EDUR STATE and the British Government,-1874

The following are the Articles of Agreement between the Edur Durbar and the British Government

The river Hathmatee is near Ahmednuggur The Honourable Governsorder No 3509, dated 16th December 1868, in the matter of the canal
from it, has been received it is directed therein that the consent of the
Maharaja of Edur should be obtained to the construction of a weir in the
river, and of a canal through the Edur limits The undermentioned agreement has been passed in the matter —

- I In the plan there is the red line D C, showing the site on which the werr is to be built in the river. It should be built there. The Engineer first searched for a site for constructing (a weir on) and found out the aforesaid site. It is on the east and at the distance of about 350 feet.
- 2 By building the veir on the above-mentioned site D C, the whole of the water of the river will be confined, and the inhabitants of Moujey Parbuda and other villages within the jurisdiction of Edur, and the Sabar Kanta villages which are situated along the bank of the Hatimatee river until its junction with the Sabar river, will not get water for drinking and for ringating their land with Government have therefore agreed to keep an outlet for water on one side of the weir, in order that people may get water for drinking and trigating their land with, in view to cultivate the same
- 3 The Karbarce of the Edur Durbar stated certain objections to the building of the canal from near the town of Ahmedinggur Government thought that it would be better if the canal within the limits of Edur be excavated agreeably to the Durbar's wishes Thereupon the Karbarce of the Edur Durbar expressed his desire to have the canal built from another site and showed the same in the plan. When an enquiry was made about that line, it was found that the building of the canal in that line was highly objectionable, and that therefore it could not be built. Alterwards one line was fixed for the construction of the canal. It is shown under C, E, F in the plan, and the line in which it was first proposed to build, the canal joins it. From thence the mark from T to G is made in the plan. The Edur boundaries continue as far as that. The Engineer had first fixed this site. Edur boundaries terminate at the mark G.
 - 4. The line of the site for the land shown above is from north to south There are roads crossing the line (between the two points). In order that the said roads may not be interfered with, it has been decided to construct three bridges over them. The sites of the bridges will be determined by the Political Agent and the Lugineer. The bridges will be constructed at the expense of Government.

- 5 Water will be supplied from the candidaring twelve months in the barber, khareef and have exasous to the land under the pursadetion of the Durbar; in the same manner in which it has been decided to supply water to the cultivators of the villages belonging to Government. We have to paid to Government for taking the water. But as regards the quantity of water to be given, it is to be stated that the cultivators of the villages under Edur will be allowed to take water in the same proportion in which those under Government will be allowed to take water for their land.
- 6 Owing to the construction of the weir water will accumulate for certain miles in the river. The people will therefore find it difficult to for the river and the cultivable land in the river will be submerged under water, in consequence of which loss will be sustained. With reference to this, flowerment have agreed that so long as the river is unfordable, that is to say, until the river is filled up with sand and kuruss (mul 7) and becomes fordable as now a double boat capable of conveying men cattle carts, &c., &c., will, as written by the Political Agent, be mantained at the expense of Government. By this means the inconvenience felt by passengers in going and coming will be removed.

The cultivable land in the tiver will, owing to the weir, be submerged under water, the produce of the said land will be taken into consideration An average thereof will be taken and compensation for the proportionate amount that may be found for one year will be paid annually by Government, and thus until the land by the kuruss (mud 1) and sand being dried is hardened and becomes as it is now, Government will pay compensation until that time

- 7 B) the construction of the werr, as mentioned above, in the river there will be an accumulation of water therein. The cultivators under Edurhave a right to convey water therefrom to raise crops on their lands. But in what manner and quantity should water be taken? The provision about taking water from the canal as stated in the preceding 5th paragraph will be allowed to be taken in accordance therewill.
- 8 If, in consequence of the construction of the wor in the niver as stated above, the river is much flooded and loss is thereby occasioned, compensation for as much loss as may be caused will be paid by Government If peradventure the river be flooded to such an extent as to oblige the inhabitants of Dhanda and other villages on its banks to remove their houses, &c, the loss will be made up by Government according to the estimate thereof framed by the Engineer
- 9 A piace will be required for the residence of the Enganeer The Durbar will fuve ground bighas 5 (five) for it without taking any price. Government will pay the cost of the bungalow or any other building which may be required to be erected thereon
 - 10 Land ofe hundred yards wide within the limits of the Edur Sanspan has been given for the canal As shown in the plan the length of the

land commencing from the mark C on the south side of the Hathmatee river extends as far as the mark G. The Political Agent or the Assistant Political Agent in charge of Edur is authorized by the Edur Durbar to enquire into and determine any revenue or criminal case that may arise within the afore said locality and the British Government has consented to this delegation of authority and the extense thereof by the Political Agent and the Assistant Political Agent in charge of Edur, agreeably to such orders as may from time to time be issued by His Excellency the Governor in Council of Bombay

Dated Sansthan, Edur 20th July 1874

The Signature of Maharaneejee
Halebjee Sa

(Sd) VENAYEK WASSOODEW,

Oriental Translator to Government

(True copy)

(Sd) S MACDONALD, Superintendent

No. CXVIII.

and November 1881

AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS the MAHARAJA of IDAR.

Whereas the villages specified in the schedule hereto annexed and situated in the Ahmedabad Collectorate in the Presidency of Bombay have been since the year 1818 A D and now are part of British India, but the Idar State has received a share of the revenue of the said villages and whereas a certain annual sum of Rs 1 600 is payable by the British Govern ment to the said State as compensation for the loss of certain salt dues on the Marwar frontier of the said State which were relinquished by the said State at the request of the said Government and whereas the said Govern ment and the said State, being desirous of separating their interests in the revenues of the said villages and providing for payment of the compensation payable as aforesaid, have agreed that the said State shall grant and transfer to the said Government its share in the resenues of the villages specified in Part A of the said schedule, and that the said Government shall cede and grant to the said State the villages specified in Part B of the said schedule and whereas the Secretary of State for India in Council has, by order of Her Majesty the Queen of Great Britain and Ireland and Empress of India, sanctioned the cession of the villages specified in Part B of the said schedule

(

Now it is hereby witnessed that-

1 His Highness the Maharaja of Idar doth hereby grant and transfer to the Governor General of India in Council all his rights interests and share to and in the revenues of the villages specified in Part A of the schedule hereto annexed

2 The Governor General of India in Council with the sanction herein before recreted doth hereby cede and grant to His Highness the Maharaja of Idar, his heirs and successors the villages specified in Part B of the schedule hereto annexed, to hold the same on the terms and subject to the rules and conditions on which he bolds the rest of his territory and the said villages shall cease to be part of British India and shall become part of the Idar State on and from the second day of November 128 in

3 His Highness the Maharaja of Idar doth hereby for himself, his heirs and successors promise and agree that he and they will respect and protect all existing rights in the villages hereby ceded, and in particular the rights of

the Thakor of Gabat in the village of Gabat

And whereas the Thakor of Man is at present in possession of the share in the recurses of the vidiage of Punsir (being one of the vidiages specified in Part A of the schedule hereto annexed) which share has been hereby transferred by the said State to the said Government. And whereas such share is valued at Rs. 742 per anium and it is desirable that the said State should compensate the Thakor for the loss of the said share.

4 It is hereby agreed that the said State shall grant to the Thalor of Man, in leu of the share in the recenues of the village of Punst, of which he is at present in possession, land yielding an annual revenue of not less than Rs 742 in some village in the said State convesient to both parties. And whereas the amount of recenue to be received annually by the said State under the cession of territory hereby made to it will exceed by the sum of Rs 572 per annum the amount now annually payable to the said State on account of its share in the villages mentioned in the said schedule and of the compensation hereinbefore referred to, and it is desirable that some arrangement should be made for the samual payment by the said State to the said Government of the soud excess sum of Rs 672.

5 It is hereby agreed that the said Government shall, nothout regard to the amounts actually collected from any of the said villages, deduct annually the sum of Rs 672 from the compensation payable by the said Government to the said State for the suppression of its transit dutter and the sum so deducted shall be taken by the said Government in payment of the said excess sum of Rs 672.

MAHI KANTHA AGENCY,

(Signed in the vernacular)

(Sd.) CHARLES WODEHOUSE, Major, t e MAHARAN SHRI JALIJI, Political Agent, Mahi Kantha for His Highness the Maharaja of Idar

The 2nd November 1881, at Camp Idar

(Sd) RIPON.

Viceroy and Governor General of India

This agreement was ratified by the Governor General of India in Council at Calcutta on the 6th day of December A D 1881

> (Sd) CHARLES GRANT,

Secretary to the Government of India. Foreign Department

(True copy)

(Sd) C WODEHOUSE, Lieut - Col. Political Agent Mahi Kantha.

SCHEDULE

Being accompaniment to agreement between the British Government and His Highness the Maharaja of Idar, executed on the 2nd November 1881, between Major Charles Wodehouse Political Agent, Mahi Kantha, on behalf of the former, and Maharam Shri Jaliu, mother of the present Maharaja, on behalf of the latter

PART A

Names of villages the rights, interests and share belonging to the Idar State to and in the revenues of which, are granted and transferred to the Governor General of India in Council by His Highness the Maharaja of Idar, for himself, his heirs and successors.

- r Modasa
 - 4 Umed ni Muvadi
- 2 Harsol 3 Gambhirpur
- 5 Gulab m Muvadı 6 Sultanpur

7 Punsri

PART B

Names of ciliages ceded and granted to His Highness the Maharaja of Idar, for himself, his heirs and successors, by the Governor-General of India in Council with the sanction of the Secretary of State for India in Council by order of Her Majesty the Queen of Great Britain and Ireland and Empress of India

3 Bayar 2 Wantad 4 Chorla.

(Sd) CHARLES WODEHOUSE, Major, (Sd.) MAHARANI SHRI TALIH. Political Agent, Mahi Kantha for His Highness the Maharata of Idar (Sd)

(True copy)

C WODEHOUSE, Lieut Col . Political Agent, Mahi Kantha

VOL VI

No CXIX

OPIUM AGREEMENT of the STATE of IDAR and the THAKUR OF TINTOI,—1883

Franslation of a Letter from Maharaja Dhiraj Shree Kesarisingji, of Sansthan, Idar, to Lieutenant-Colonel C Wodehouse, Political Agent, Prant Mahi Kantha, No 1562, dated the 15th November 1883.

After compliments —With reference to your letter No. 20,6, dated the toth November 1883, 1 have this day sent (to you) a letter in English No. 174, and do hereby pass the following agreement to be attached thereto, con. 18ting of 5 articles, in accordance with the draft supplied by you.

1 I shall not cultivate poppy nor allow it at all to be cultivated within the boundaries of my sansthan

2. I shall purchase optum for my own consumption and for that of the people of my sansthan under a icense from the Political Agent, Mahu Kantha, from either Bombay, Mahua, or such other place as Government may from time to time appoint in this behalf

3 I shall allow opium to be sold at the same rate at which it may, from time to time, be sold in the Government districts, and shall never allow it to be sold at a cheaper price

4 I shall not allow the importation into my sansthan of smuggled opinin, re, opinin on which the Government duty has not been paid. Government has, in consideration of the above, granted to my sansthan a remission of the duty payable to it (Government). But if I fail to act up to the above conditions, Government may cancel the grant.

5. I shall without fail submit every six months, in the form prescribed by Government, a statement showing the quantity of opium purchased and sold, the balance remaining in hand, &c., and shall cause accounts thereof to be kept in the form prescribed by Government.

I send this agreement, meaning to act in accordance with the conditions written above Dated Simla, 15th November 1883

(Sd.) Kesrisingji, Maharaja, Sansthan, Idar.

(Sd) S P PANDIT,

Oriental Translator to Government.

TRANSLATION of a LETTER from DEEPSINGJI DOLATSINGJI,
THAKOR of TINTOI, to LIEUTENANT-COLONEL C WODE-HOUSE, POLITICAL AGENT, PRANT MAHI KANTHA,
NO 1563, dated the 3rd November 1883

In the year 1878 British Government made agreements with regard to the non cultivation of poppy and other matters with all the Tallukdars in Mah Kantha and those of the 1dar State, both on and near the (British) frontier At that time, as I was a minor, Timot was under the management of the British Government and therefore no agreement was then made with me But the said arrangement was applicable to Tintoi This arrangement has thierto been carried into effect. But now, I having attained majority, the charge of my State has been made over to me by the Agency I therefore hereby pass that he following agreement with regard to (the cultivation of)

- I I shall not cultivate poppy, nor cause it to be cultivated, nor allow others to cultivate it, within the limits of my (Taluka)
- 2 I shall purchase and import opium required for my own use as well as for that of the people of my Taluka under a license from the Political Agent, Mahi Kantha from Bombay, Malwa, or such other place as Government may appoint in this behalf
- 3 I shall sell opum, and cause and allow it to be sold, at the same rate at which it may, from time to time, be sold in the Government districts, and shall never sell it nor cause or allow it to be sold at a cheaper rate
- 4 I shall not import nor allow the importation of smuggled opium, i.e., opium on which the Government duty has not been paid. Neither shall I allow such opium to pass through my Taluka. Government have in consideration of the above granted to me a remission of the duty payable to them. But if I fail to act up to the above conditions, Government may cancel the grant, and no complaint made by me in that matter may be entertained.
- 5 I shall without fail submit every six months or otherwise, as Government may from time to time direct, a statement in such form as may be prescribed by Government, showing the quantity of opium purchased within the limits of my (Taluka) and the balance remaining in hand, and shall also supply such information as may from time to time be called for by Government in connection with offences relating to opium committed within the said limits.

I accept the above agreement, dated 3rd November 1883 Tintor

(Sd) THAKOR DESPSING!

(Sd) S P PANDIT,

Oriental Translator to Government

No CXX

AGREEMENT between the POLITICAL AGENT, MAHI KANTHA, acting under the authority of HIS FACELLENCY THE GOVERNOR OF BOMBAY IN COUNCIL on behalf of the BRITISH GOVERNMENT and HIS HIGHNESS SIR KESRISINGII, KCS L. MAHARAIA of IDAR on behalf of himself his heirs and successors, regarding the manufacture, consumption and sale of OPIUM in the IDAR STATE

Whereas in accordance with the existing relations between the British Government and the State of Idar the cultivation of poppy and the manufac ture of opium are prohib ted in the limits of the Idar State and no opium may be consumed in the said Idar State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the presidency of Bombay and whereas in consideration of the covenants on the part of the Idar State, hereinafter contained the British Government has agreed to relinquish the whole amount of the said duty on all opium that shall be hereafter conveyed into the said Idar State for consumption therein in accordance with the said covenants

2 His Highness Sir Kestisingji, KCS1, Maharaja of Idar, hereby agrees with the British Government with reference to all former agreements on the same subject matter as follows, viz -

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely) -

(a) by direct importation from Malwa and Rapputana, or

(b) by purchase in Bombay or

(c) by purchase at any convenient opium depôt of the British Gov ernment

and that all opium so procured shall be imported into, transported through or exported from British India as the case may require, in accordance with the law and rules regarding import, transport and export of opium at the time in force in the part of British India into, through, or from which such import, transport or export is necessary

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of price, which is not less than the price at which, at the time being, licensed vendors are being supplied in the British district of Ahmedabad and Kaira (5) That no licensed vendors in his territory shall at any time be permitted to sell opium at 1 price which is lower than the lowest price at which hisensed vendors are at the time being authorized to sell it in the British district of Ahmedabad and Kura

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the

British district of Ahmedabad and Kaira

(2) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Depart ment, No 7207, dated 18th September 1855, and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India which the Governor in Council of Bombur shall, in the interests of the British opium revenue, desire him to adopt and enforce

(8) That he will furnish every half year on the 1st February and 1st August to the British Political authorities of the Mahi Kantha Agency in such form as the Governor in Council of Bombay shall, after consulting the Idar State, from time to time prescribe, accurate accounts of the opium

transactions of his territory

3 The British Government agrees that so long as His Highness Sir Kesnsingl, KCS1, duly fulfish the foregoing covenants the whole amount of the duty payable to the British Government on any opium conveyed into the territory of the Idar State in accordance with the relations between the British Government and Idar as recited in the preamble to this agreement, shall be remitted or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the whole of the amount of the duty which has been so paid shall be refunded to the Idar State.

Provided that nothing in this agreement shall affect the ultimate right of the British Government as paramount authority, on occasion arising to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said His Highness Sir Kersingij, KCSI, from any of the covenants performable by him under this agreement.

under this agreement

4 And it is further agreed between the parties hereto that in this agreement the word "opium" shall have the same meaning as in the Opium Act [I of 1878] or in any other liw regarding opium for the time being in force in the Presidency of Bombay

Dated at Idar this tenth day of June 1896

Maharaja of Idar

Acting Political Agent in the Mahi Kantha

Similar agreements were made with most of the other Chiefs in the Mahi Kantha Agency

No. CXXI.

Translation of an Agreement executed by Bharote Samul Sing Goman Sing to the Sircar Guikwar,—1808.

This agreement is executed with the Steemunt Maharay Sena Khas Kheyl Shumsher Bahadur, that 1, Samil Sing Goman Sing of my own free will and inclination do hereby stand purpetual security for Choowan Bhattagee Jallijee, of Amharah, and that 1 will not permit him or his people, brothers, nephens, relations, dependants, servants, or subjects to commit disturbance or thefts in the Sircar michals those belonging to the Punt Prudhan, or the Honourchie Company

Bhattagee shall not offer any annoyance or connive at others doing so in mehals of Cupperbind Deogram, Edur, Ahmedinggur, Mandua, Moondassoo, Hursool, Puranta, and all other pergunalsy, and he shall also be prevented from disturbing merchants travelling on the road or possessing himself by his own means or those of others of their goods or property

The delinquents or eminials of the Sirear shall have no asylum with Bhatlege or in his territories, nor will be give them countenance or encouragement and in the event of any person coming to Bhatlagee without the permission or knowledge of the Sirear and the Sirear shall demand him, he shall be delivered up

In like manner if stolen property should be sold or given to Bhattajee or his dependants without knowing it to be such, the same will be restored on demand The Mandwa pergunnah which belongs to the Sircar shall not in the most trifling degree receive annoyance or injury from Bhattajee,

Bhattajee is to enjoy his Girass dues from the following perguinals in the same proportion as it stood in the reign of the late Futteh Sing Rao Guikwar, vis, Mandwa, Edur, Moondassoo, Ahmednuggur, Cupperbunds Deogaum, Puranta, Hursool, &c

All new claims for Girass on other villages or places cease from this day. The ghasdana, as settled by Babajee Appajee in his Mahee Kantha Moolookgeeree to be given to the Sircar, shall in future be annually discharged

Bhattage and his servants shall faithfully perform the issual service to the Sircar thannah at Mandva a Bhattage shall not permit the Koolee of Lohar to reside within the limits of his territories, nor will he allow him or his people of every description even to stop or earl victuals at his villages, nor will Bhattage subjects associate with the Lohar Koolees.

I am security and personally responsible that Bhattajee shall conduct himself according to the tenor of this agreement, and if it should ever be necessary that the Sircar should send mohsuls, the charges and expenses shall be defrayed by me I am perpetual security

Wherefore witness my hand

(Sd) SAMUL SING GOMAN SING, Bharote of Cupperbund

I agree to be arr zamin for Bhattajee

(Sd) RAM SINGIEE TELLECK SINGIEE. Thakoor of Agloode

(True translation)

(Sd)] R CARNAC. 1st Assistant

Dated Sumbut 1804, As ein Vud 4th, 5th October 1808 SREE MALSAKHANT

PERWANNAH OF ANUND RAO GUIKWAR SENA KHAS KHEYI SHUMSHER BAHADOOR to BHATTAIRE OF AMLIARAH

You are to conduct yourself according to your separate writing The English Company Bahadur are your bhandary therefore you must remain quiet in your possessions

Dated Assum South 15th, 12th Shabhan 1804

Moortub Soodh

On the part of the English East India Company

hindrance or injury to the villages, and of all property belonging to any of the three aforesaid Sircars or individuals thereof such as may unknowingly have been brought to Lohar, all such description of property shall be restored, thor shall the smallest injury be practised on the Mandwa pergunnah, and benceforward are the parties entitled only to the Girass dues of old and established date, all of a later date being herefrom made null, nor shall the parties show hindrance or injury to the ryots in view to obtain from them the Girass already realized by the Sircar, and they shall be strictly confined to the enjoyment of the Girass to be granted to them on obtaining possession of Lohar and whereas all ghasdana dues from Lohar or its dependencies, as well as jummabundee, are due to the Sircar, we engage that all such description of public revenue be yearly discharged to the proper authorities without difficulty and whereas the parties will continue in obedience to the Sircar, and to serve in whatever they may be commanded, and whereas we have become due security for the parties in all acts of misdemeanour, or in making them forthcoming, as provided for in virtue of this our writing to the Sircar, we do hind ourselves duly responsible in all and every particular obligation hereof, and in any instance of default in this our deed of bond, being, as we are, united and equally responsible, and we will further pay all the Sircar monies as well as account for the due appearance of the parties

Done Sumvut 1866, Kartick Vud 3rd 1809 10, November To which is affixed the following signatures, 115 -

Barole Bacher Deepsing Veerum Bacher

Arr zamın or counter securities are—

1 Zallum Khant, of Ghorasur, security for Dhunajee and Gonduljee,

having both together 11/2 share

2 Kassuria Meya, of Kaumail, security for Suntajee, and Adjajee, and

Bhuttajee, having in all 21/2 shares

3 Joorah Meya of Poonadera, security for Nathjee Jattajee, having I share, making in all 5 shares. One still remains, there being no heir there to, the concern and its enjoyments rests with the parties above written

SREE MULSAKHANT

Sicea

Translation of the Perwannah of Rao Sree Anund Rao Guikwar Sena Khas Khevi Shumsher Bahadoor to the Zemindars of Lohar,—1809

Nuthoo Jaite, Soortsihjee Seertan, Roopa Gulljee, Ahja Jallum, Dhuhnah Soozain, Oomah Puttah, and others, to wit

That you did practise a series of aggression on the Sircar dominions, wherefore you are punished, and Lohar, your possession, was taken by the Sircar, whereupon you have been a fugitive for four or five years and suffered much ill you, however, have lately altered your demeanour, and) through the medium of the Honourable Company's Government preferred your petition to the Sircar, stating your errors and soliciting a forgiveness of your faults, and to reinstate you as before to live in quiet at your place, and that you would duly afford all description of security in behalf of your better demeanour which being the subject of your petition, this Sircar has in its pleasure and in view to that of the Honourable Company's government directed that you be reinstated in your place of Lohar, where you will remain in perfect peace and quiet with your family without erecting fortifications, digging ditches, rearing trees, strong brushwood, or other unnecessary means of defence All your Girass dues that you were in the habit of receiving in the time of the late Futteh Sing Rao Baba Saheb you will enjoy the same of long standing, and in the due enjoyment of which continue to serve the superior government with all fidelity and due attachment and whereas you have afforded the required securities and counter-securities in executing a separate bond, according to which you will continue to conduct yourself, in regard to the yearly government dues of the description of ghasdana and jummabundee, and others, you will duly pay, according to the peculiar custom of such revenues and the forms of the pergunnah. From the time of your flight up to the end of the year of 1865 - 1808 o, the Sircar has taken all your Girass dues and on which account up to the same period you are hereby enjoined not to show any hindrance thereon. Your Girass dues are yet to be defined, according to which you will receive them from the commencement of the year 1866-1809 to, being careful to avoid any kind of hindrance throughout the country in view to obtaining more. And whereas in view to your observing such line of conduct as herein provided for, you are allowed the guarantee of Captain James Rivett Carnac, Acting Resident, on the part of the Honourable English Company, you have also the Sucar's kowls

Done Sum.ut 1866, Kartick Vud, 1809-10, 8th November.

Moorab Soodh

On the part of the English East India Company,



No. CXXIII.

Translation of Barote's deed of Security granted by Joorbaee Thakoor of Ahyma, to the Honourable Company,—1811.

Granted to the Honourable Company's Sircar by Dulput Kharshunjee Barote of the city Neriade Whereas I have of my own free will become security for Baria Joorbaee Goolab Sing, of Ahyma, in the Neriade pergunnah, with all his brothers and other relations, and also his ryots and Rajpoots, Koolees, and sepoys and all the armed men, with every other kind of rvot belonging to his share, as also for all the ryots and others inhabiting Bayeepoora, for all enclosed by the fence and gates, I have become security both for good conduct and appearance if they shall be guilty of any irregularity or disturbance of the peace, or by instigating others to cause such crimes to be committed, or shall steal or harbour thieves or other incendiaries, or give them any kind of food or shall permit them to live in the village, and annoy any other person, or cause any to be so, or if any horsemen, armed men, or others belonging to the village, shall go or come with thieves, on their being detected, I will answer for it, if the footsteps of thieves are traced to the village they shall be carried fairly on to the next village, if the Sircar's people come to apprehend them they shall go along with and assist the foot or horsemen, no offender against the Sircar shall be entertained nor shall any irregularities be committed within the dominions of the Honourable Company, or of their Highnesses the Guikwar and Peishwa, and should any of them (inhabitants of Ahyma) be detected in committing any irregularity or disturbance I will deliver them up, and should a complaint be made in the Adawlat against any person for robbery, murder, or on account of debt or other cause, and a mohsul comes upon the defendant, he shall go into the presence, no one shall obstruct his doing so, and also for whatever fields may be held in mortgage the money shall be taken and the field released, and of such Sircar's ground belonging to this or other villages as may be held by sale or mortgage, and cultivated, the urgotee and salamee shall be paid year after year, also no Sircar's land shall be taken either by sale or in mortgage, they will enjoy such Girass or property as may be regularly inherited by them and not create any new, in this way I have become perpetual security, and whatever answer the Sircar may demand, agreeably to this writing, I will, from my own property, make . the above written is true Joosabhace Poonjajee, of Kulwar, has become countersecurity, for all this his own property also is responsible, the security and counter-security are equally responsible according to the terms of this writing, the above written is true

Dated Sumbat 1867, Weishak Soodh 3rd, corresponding with 15th April 1811.

DULPUT KHURSHUNJEE,

TRANSLATION of a DEED of COUNTER SECURITY granted by JOOSABHAEE, THAKOOR of AHYMA, to the HONOURABLE COMPANY, Sumbut 1867, Choitro Vud 13th -- 1811

I Baria Joosabhace Poonjajee inhabitant of Kulivar, with my oun hand write that I have become counter security for Baria Joorbace Goolab Sing of Ahyma, as also all his brothers and relations and all the ryots of his share and all the arned men and all inhabitants within his boundaries including people of every sort and description without any kind of exception, that in case the Ahyma Baria Joorbace or any other person of his share, shall commit any kind of irregularity or cause any to be committed. I will immediately produce them as also answer for the crime for these purposes. I have become year after, year, preptual acounter security to the government of the Honourable Company the people of every description inhabiting his Bajeepoora, without any exception are included in this writing.

BARIA JOOSABHAEE POONJAJEE

No. CXXIV

TRANSLATION of an AGREEMENT entered into by KUNKAJEE CHUMPAYUT, CHIEP of TITOVEE, and his on LALLIEE with CAPTAIN WILLIAM MILES, dated Cheiter Vud 12th, or 29th April 1821.

ARTICLE 1

I engage not to rob or plunder in any part of the country, nor be the cause of robbery or plunder, nor will I cause any disturbance

ARTICLE 2

I engage not to receive or harbour any outlaw or offender from the territories of the Honourable Company, the Guikwar, or any other part of country, but will seize and deliver up such offender or outlaw without delaw or excuse

ARTICLE 3

I will not fail to resist persons in opposition to the British Government or the Guikwar to the utmost of my power, and will not give them assist ance in any way, but use my best endeavours to cut off their supplies and apprehend them

ARTICLE 4

I engage not to enter into any quarrels among my brethren or neighbours, nor will I entertain any foreign troops, as Sindees, Mukranees, Arabs, etc.

ARTICLE 5

Whatever quarrels may arise between me and my neighbours I will submit them to the British Government, and abide by its decision

ARTICLE 6

I engage to protect the passage of merchandize through my limits, and to conform to whatever regulations may be made by the British Government respecting the collection of customs or transit duties.

ARTICLE 7

I will not allow any trade in opium except that regulated by the orders of the British Government

ARTICLE 8

On Margar Vud 13th Sumvut 1875, or the 25th December 1818, I gave security to the British Government, which is still in force, and I engage to conform to the terms of that security and uot to deviate from them

I have subscribed to the above eight Articles, and will strictly observe them. The perpetual security for this engagement is Bharote Khuta Humeer, and Bharote Koosiall Gela, of the town of Etaree, pergunnah Morassa, they will secure the performance of this contract.

THAKOOR KUNKAJEE SING, and his son LALLIEE

Securities-Bharote Khuta Humeer, and Bharote Koosiall Gela

Similar engagements were made with the Chiefs of Dhudalia, Bakrole Soorpore, Churunwaree, Mohimpore, and Runnasur

No CXXV.

TRANSLATION of the TERMS of SECURITY taken from DOODHOO KAUNT, THE CHIEF of GAJUN, and his KOOLEES, dated Bysack Soodh 7th, 1877, or 6th May 1821

I, of my own free will, do engage to conform to the following Articles -

ARTIGLE 1

I engage to pay the amount of jumma due by me to Government from the year 1875 to 1877, three years, Rupees 40 a year, the whole Rupees 120

ARTICIES 2

From and after the year 1878 the Government dues of Gajun shall be assessed, agreeable to the produce of the village, by an inspection of the

ARTICLE 3

I engage to restore all property proved to have been stolen by the Koolees of my village from the year 1875 to the present day without excuse

ARTICLE 4

From this day forward I engage not to rob or plunder in the territories of the Honourable Company, the Guikwar, or in any other part or country, nor will I cause the commission of any robbery or crime, or cause any disturbance I also engage not to be concerned in any matter from which loss may result to government, but answer all demands upon me as a peaceable subject, and whenever I am summoned by the officers of government I will attend.

ARTICLE 5

I engage not to join any parties of robbers or plunderers, nor will I give them the least assistance in any way, and if any thieves should pass by my village I will apprehend and deliver them over to government, and will be responsible if they pass my village I will also keep a watch as far as my limits extend for this purpose Also if any offenders against the British Government, that of the Guikwar, or any other, should come to my village or its limits I will apprehend them and deliver them up to government. I will not associate with thieves to plunder, and if intelligence of the robberies of any other village should reach me I will give instant information thereof to government, and failing to do so I shall be an offender and answerable for

ARTICLE 6

I will not cause any hindrance to the passage of merchandize, and will protect the roads to the utmost of my power, and should any property be stolen in my limits. I will produce the third or answer for the amount. If any thief should be traced to my village or limits I will carry on the trace or

ARTICLE 7

I will make known to government what horses I have, and will only keep as many as government shall direct and will sell the rest of I keep more horses they may be seized by government, I have no claim to them

ARTICLE 8

I will obey all orders of the thannadar

ARTICLE 9

Besides the above Articles, whatever orders I may receive from government I will obey without fail or fault, also in demands regarding offences whatever orders may be sent by the Adawlut shall be obeyed, and the offenders given up

I will strictly conform to the above nine Articles

(Sd) DOODHOO KAUNT, etc

Securities-Bharote Girder wulud Gulla, of the village of Bhautkooloo

Arr zamins or counter security—Khaunt Sahiba wulud Khoora, and Tral Fulla wulud Soojee, Chiefs of the villages of Wagheria and Malwan

A similar engagement was made with the Chief of Autrole

No. CXXVI.

Translation of the Security given by the Koolee Chiefs of Anoria to the Brilish Government, 1st Jesht, or 1st June 1821.

We, the Chiefs and inhabitants of Anona, do make this agreement with the British Government, and furnish security to the following Articles —

ARTICLE 1

On the 4th Falgoon 1876 Jemadar Yaroo, kamaisdar of Bejapore, took the security of Anona this engagement was forwarded to government, and from that day to this all thefts proved to have been committed, or whatever injury may have been done by us, shall be answered and satisfaction made without demur or excuse

ARTICLE 2

From this day forward we engage not to plunder, rob, or commit acts of violence in the Honourable Company's districts, those of the Gaekwar, or any other, nor will we cause any such acts, nor be parties to any violence or injury.

ARTICLE 3

We engage not to join any robbers on any pretence whatever, nor will we afford them any and or assistance, and should any enter our limits we engage to apprehend them, or should they pass we will be answerable We will keep a guard in our limits, and should any offenders against the British or Guikwar Governments enter our fown or pass our limits, we will serize and deliver him or them up. We will not associate with thieves, and it information of robbery or crime committed by the Koolees of any other village reach us, we will declare the same to the Sircar, and failing therein we will be held as offenders and answerable

ARTICLE 4

We engage not to cause any hindrance to the passage of merchandrus and will provide for the safety of the roads, and if any loss should be sustained in our limits we will deliver up the thief or be answerable for the amount. If any their should be traced to our village or limits, we will carry on the trace, and if we do not we will answer for the loss without delay or excesse

ARTICLE 5

We will make known to Government whatever horses we may have in our village, and will keep only as many as government may direct and sell the rest, if we keep more they may be seized by government.

ARTICLE 6

We engage to obey the orders of the thannadar

ARTICLE 7

We engage to receive from the Collector or his Agent on the and Pois, Vid whatever Girass may he due to us in the Honourable Company's distincts and we engage not to demand such Girass from the Patell or cultivators, nor cause any expense to them, and if we act contrary to this we agree to submit to such punishment as may be ordered or directed, and also to return any money so obtained

ARTICLE 8

Two men belonging to the Sircar were murdered by some persons near the village of Nowagaum We engage to search for the murderers, and if they be of our village we will deliver them over to the Sircar, or should they be dispovered by other persons we also engage to give them up

In addition to the above Articles we engage to obey all the orders of government and to commit no crimes, and in cases of dispute or offence whatever orders may be received from the court of Adawlut shall be obeyed and the offender delivered up

We will strictly conform to the above Articles

Perpetual security, Mal, fa'el, and hazir zamin—Bharote Puthoo Guma,
Ditto ditto—Veera Guma, of Prantej, Poonja Pergunnah, Bejapore

Arr zamuns or counter security—Nathajee Sumbhoorathore and Soot Hauttijee, of Meyend, Khaunt Ojumjee, Nurirjee and Sootlanjee Bhanjee, &c, &c, Mohoori, Thakoor Vuktajee Anoopjee, Sungpore, Bhowan Sing Sumtajee, Lakcora, Sewajee Soortajee, Vaugpore

No CXXVII

TRANSLATION of a DRAFT for a SETTIEMENT of VILLAGE PEACE, etc., with SECURITIES and COUNTER-SECURITIES, proposed by LIEUTENANT-COLONEL BALLANTYNE, to be executed with sundry VILLAGES in the DISTRICT under his CHARGE.

We (the Chief and his relations of every denomination, all the inhabitation, whether of the zillah or the town, or its suburbs, or its outskirt, hamlets, good or bad, all classes) of our free will and accord pledge ourselves to government, under the following Articles of security for good behaviour, for appearance on summons, for payment of dues, and additional security for the efficiency of the above securities—

ARTICLE 1.

We pledge ourselves to be guilty of no arregularities, to lend our countenance to none, nor to afford any aid, shelter or protection to people of bad character, and in case of their entering our limits we pledge ourselves to do our utmost to apprehend them, that is to say, offenders against the British and Guikwar Governments, and deliver them up, pursuing them so long as they are in our limits in order to apprehend them

ARTICLE 2

Wherever any zemmdar has been deprived by force of lands or villages or been compelled to resign them, the said transactions to be mestigated and the lands and , villages thus unjustly taken away to be restored, and the bonds thus extorted to be cancelled, and for the future no transfer of villages or territory is binding unless with the knowledge and approbation of government.

ARTICLE 3.

We pledge ourselves to carry on no intestine disputes or civil discord or private hostilities Our causas of difference to be reported for the decision of government, and that decision alided by, and we promise not to entertain in our service any armed men of any denomination, whether foreign Arabs, or Pathans, or Mukrances, or Rajpoots, or Kattees, or Valintutas

and on any alarm of robbers we will join in the pursuit with every individual under our control, consulting in every respect the wishes of government.

ARTICLE 10

We pledge ourselves to attend to the regulations of government respecting opinum in every respect whatever, and to pay the plough tax and land tax as established by ancient usage, and to whomsoever it is due, whether for the cultivation of our own lands or on lands rented from other villages to the Patellis of those villages

ARTICLE 11

Upon the arrival of merchants and travellers passing through our limits we engage to protect their persons and property, and to extort from them nothing under the name of custom, tolls, or fees, but what is fixed as due to us by government

After this manner we pledge ourselves, for ourselves and our descendants for ever, a perpetual agreement, undertaken of our free will and accord, and after full deliberation, for ourselves and for our children after us, and the undersigned are securities for our due fulfilment of our part of the agreement.

Particular Statement of the names of the villages of Megraj Talcoka
with which the above Agreement was made —

| | | | • | | |
|-----------|--------|----------------|----------|--------|----------------------|
| No of | | Names of | No. of | | Names of |
| Villages. | | Villages | Villages | | Villages, |
| ı | Mouzah | Dhulwanee | 14 | Mouzah | Bhattuvara. |
| 2 | " | Koonail | 15 | 11 | Sahrunpore |
| 3 | ,, | Jessodrah | 16 | 79 | Lhebodrah Mottah |
| 4 | 72 | Rajpore | 17 | 23 | Bheemapore |
| 5 | 11 | Toomaliah | 18 | 23 | Kumrodah |
| 6 | 11 | Gundiah | 19 | | Peessaal |
| 7- | ,, | Lhebodrah | 20 | " | Kheroy Dhoodah |
| 8 | ,,, | Wausnah | 21 | 11 | Kuttrah |
| 9 | ,, | Bharuj Vulonah | 22 | 17 | Beliah |
| 10 | 22 | Roymah | 23 | ,, | Royawana Soorujderee |
| 11. | ** | Oodwah | 24 | ,, | Sulthanah |
| 12 | 13 | Dhoodah Mottah | 25 | 33 | Sheegaal |
| 13 | 13 | Wossoy. | 26 | ,, | Moolud |
| VOL VI | | | • | •• | - |

ARTICLE 4

We pledge ourselves neither to raise nor protect gangs of robbers assembled for the molestation of the British or Guikwar districts, and we will afford every assistance in our power of guides and bearers to merchants and anout every assistance in our power or guides and bearers to merchants are travellers proceeding through our districts, and guard them and their property and we bind ourselves to answer the losses they may sustain in our limits and in case of their being robbed we will trace the course of the robbers and either prove that they left our limits or make good the loss

ARTICLE 5

A fa thful report shall be made to the Sircar of all the Koolees who through our limits keep horses and those only shall be allowed to keep them to whom the Sircar shall grant permission to do so and the remaining horses shall be disposed of as government shall be pleased to direct and in case of any disobedience under this head we consent to our horses being seized as forfeit to government we will in this matter in no respect depart from the

ARTICLE 6

The old established claims of ghasdana possessed by the Guikwar government and neighbouring zemindars over our villages shall be faithfully discharged yearly, and no difficulties shall be started by us, but the whole

ARTICLE 7

Wherever we possess claim of Girass, wanta or produce of land or trees upon the villages of the Sircar or of the neighbouring zemindars, or they oposes such like claims upon us, we pledge ourselves to refer the same to the arb tration of the Sircar, binding ourselves to abide by the decision and in no way to oppose the wish of government

ARTICLE 8

Whenever any agent of government sent by government comes to any of our villages, we bind ourselves to pay every attention to his instructions, and in no way to oppose the wishes of government.

ARTICLE 9

The parties stationed by government through the country for the protection of the peace shall be assisted by us in every manner in our power, undependence of the State, till in 1813 the entire management was in the hands of his own officers, the net annual payments taken from the State were Rs 92,000, and the whole revenues were collected and paid into the Gaekwar's treasury

Ajab Singh, an imbecile Chief, who succeeded to the State on the death of his brother in 1786, died in 1803 He had attempted to disinherit his eldest son, Ram Singh, and to secure the succession of his younger son.
Nar Singh, but the former was released from confinement and placed in power by the troops From his intemperate habits Ram Singh became incapable of ruling and in 1810 the Gaekwar invested his reputed son, Pratap Singh, and conferred on him the government of Rajpipla by a Sanad (No CXXIX), which the British Government agreed to guarantee Ram Singh died a few months afterwards, and was succeeded by Pratap Singh Nar Singh, the brother of the late Raja, however, set up his claim to succeed on the ground that Pratap Singh was not the son of Ram Singh, but sup-posititious and purchased by Ram Singh's wife For four years the country was distracted by the quarrel, till, in 1815 the Gackwar marched a force into the country, and it was agreed that the Gackwar should conduct the administration till he had reimbursed himself for the expenses incurred, and that Nar Singh and Pratap Singh should submit their claims to investigation The efforts of the Gaekwar to settle the country were unwailing, and the investigation was therefore undertaken by the Resident at Baroda in The enquiry resulted in the establishment of Nar Singh's claims, and the admission by the Gaekwar of his right to the succession, but, as Nar Singh was blind and incapacitated from ruling, his eldest son, Verisalii, was invested with the government on the 15th November 1821, and the Gaekwar relinquished his control over Rajpipla to the British Government in the same way as in Kathiawar and Malu Kantha A proclamation of amnesty was issued in the name of the British Government, the Gackwar, and Verisaly, from whom an Engagement (No CNAN) was taken, binding him and his successors to act in conformity with the advice of the British Government And the Raja engaged (No CNNAI) to pay annually, through the British Government, his tribute to the Gaekwar which was fixed at Stass Rupees 65,001, equivalent to Government Rupees 56,721-2-9, and to make an annual provision of Rs 8,400 for Suraj Kuar and Pratap Singh, who resigned all pretensions to the State The relations of the Raja to the British Government were more fully defined in another Engagement (No CNAMI) concluded on the 26th November 1821.

Versalji being a minor, the British Government for some years undertook the management of the State, which was almost bankropt. The debts, however, were reduced to about one third of their amount, and for their

v.—Rewa Kantha Agency.

The only Chief in Rewa Kantha who enjoys first class jurisdiction, that spower to try, without permission from the Political Agent, for capital offences any persons except British subjects, is the Raja of Rajpipla. The Chiefs of Chibota Udaipur Bariya Lurawara, Balasimor, and Sunth have second class jurisdiction, that is power to try for capital offences their own subjects only. Capital oifences committed in the latter States by foreigners or British subjects and all offences committed in the mailer Mewass States, are tried by the Rewa Kantha Agency courts of criminal justice, of which the Political Agent's court is the chief. This court was established in 1842 by an order from the Court of Directors.

In 1840 the leading Chiefs of Rewa Kantha following the example of the Gackwar, entered into Engagements (No CNXVIII) to prevent sati

In 1872 British copper comage was introduced into the States under this Agency on the understanding that no more native coin should be issued by the States from their own mints that only British coin should be a legal tender and that it should not be issued at a discount

In 1885 a local corps was raised to discharge the police duties under the Agency previously performed by the Gaekwar's Contingent, which was disbanded in that year. The Rewa Kantha police was amalgamated with the police of the Panch Wahals district on the 1st April 1906.

Transit duties have been abolished throughout the Rewa Kantha State Barrya, the only State in which they continued subject, after 1872, to a limit, finally abolished them in 1802

The circulation of the old Babashai silver coinage was stopped in 1900, and British coinage only was declared to be legal tender in the Agency

The area of the States under the Rewa Kantha Agency is about 4,980 square miles, with a population (according to the census of 1901) of 479 065, and a revenue estimated at Rs 24,71,530 in British currency The Chiefs pay a tribute of Rs 24,382 to the British Government and Rs 1,30,801 to the Galeway

r RAJPIPLA.

The Chiefs of the Rappipla State are Gohel Rapputs They maintained their independence till the time of Akbar, who imposed on them a tribute of Rs 35 556 in lieu of a subsidy of horse and foot, which about three centures before they had agreed to furnish On the decline of the Muham madan power the tribute, which had been very tirregularly pand, was returned by the Gackwar, who gradually increased his cheroachments on the

Independence of the State, till in 1813 the entire management was in the hands of his own officers; the net annual payments taken from the State were Rs. 92,000, and the whole revenues were collected and paid into the Gaekwar's treasury.

Ajab Singh, an imbecile Chief, who succeeded to the State on the death of his brother in 1786, died in 1803. He had attempted to disinherit his eldest son, Ram Singh, and to secure the succession of his younger son Nar Singh: but the former was released from confinement and placed in power by the troops. From his intemperate habits Ram Singh became incapable of ruling, and in 1810 the Gaekwar invested his reputed son, Pratap Singh, and conferred on him the government of Rajpipla by a Sanad (No. CXXIX), which the British Government agreed to guarantee. Ram Singh died a few months afterwards, and was succeeded by Pratap Singh, Nar Singh, the brother of the late Raja, however, set up his claim to succeed on the ground that Pratap Singh was not the son of Ram Singh, but sup-posititious and purchased by Ram Singh's wife. For four years the country was distracted by the quarrel, till, in 1815, the Gaekwar marched a force into the country, and it was agreed that the Gackwar should conduct the administration till he had reimbursed himself for the expenses incurred, and that Nar Singh and Pratap Singh should submit their claims to investigation. The efforts of the Gaekwar to settle the country were unavailing, and the investigation was therefore undertaken by the Resident at Baroda in 1819. The enquiry resulted in the establishment of Nar Singh's claims, and the admission by the Gaekwar of his right to the succession; but, as Nar Singh was blind and incapacitated from ruling, his eldest son, Verisalii, was invested with the government on the 15th November 1821, and the Gaekwar relinquished his control over Rajpipla to the British Government in the same way as in Kathiawar and Mahi Kantha. A proclamation of amnesty was issued in the name of the British Government, the Gaekwar, and Verisalji, from whom an Engagement (No. CXXX) was taken, binding him and his successors to act in conformity with the advice of the British Government. And the Raja engaged (No. CXXXI) to pay annually, through the British Government, his tribute to the Gaekwar which was fixed at Siasi Rupers 65,005, equivalent to Government Rupers 36,721-2-9, and to make an annual provision of Rs. 8,400 for Suraj Kuar and Pratap Singh, who resigned all pretensions to the State. The relations of the Raja to the British Government were more fully defined in another Engagement (No. CXXXII) concluded on the 26th November 1821.

Vertially being a minor, the British Government for some years undertook the management of the State, which was almost bankrupt. The debts, however, were reduced to about one-third of their amount, and for their hquidation the most productive portions of the State were farmed for seven years under the British guarantee Verisally was entrusted with the administration on attaining his majority in 1837, but supervision was exercised over the State till 1850, when it was withdrawn

In 1852 an Engagement (No CXXXIII) was mediated by the British Government between the Gackwar and the Raja of Rajpipla By this some old dispites were settled by the transfer of certain villages in which both governments had shares to the Gackwar and the Raja respectively, and by the admission of the right of the Raja of Rajpipla to collect certain customs on payment of Siasi Rupees 13 351, equivalent to Government Rupees 10,270 annually On the 20th January 1839 the Government of India decided that Rajpiplas would pay Government Rupees 20 000 annually towards the maintenance of the Gujarat Bhil Corps, which had been raised during the muting It was subsequently converted into a police corps, and as no part of it was employed in Rajpipla, the Raja was relieved from any demand on account of its expenses from the 1st Maj 1865. If, however, troops are employed as Rajpipla, the Raja is held liable to such a contribution on that account for the time the troops are so employed as Government may think fit and reasonable

In 1855 Verisalji's misgovernment and contumacy led to the attachment of the State In the following year he was admitted to a share in the admi nistration, and in 1858 the revenue management was made over to him

In 1859 Government had again to interfere to suppress disturbances among the Bhils

Verisalji abdicated in 1860 in favour of his son, Gambhir Singh, still retaining, however, the principal share of government in his own hands as minister of the State Differences, however, arose between father and son and became so irreconcilable that, in 1867, Government was compelled to interpose and require Verisalji to withdraw from all interference in Rajpipla affairs. He died in the following year.

The Raja received in 1862 a Sanad (see No LIX), guaranteeing to him the right of adoption

A British officer was associated with Gambhir Singh in the administration of the State from August 1884 till 1887, when it was found necessary to deprive the Raja of all power, and to entrust the administration for three years to a Political Officer, the Raja remaining in Rajpipla and holding the titular dignity of the Chiefship. In 1850 a continuation of this arrangement for another three years was sanctioned, and in 1894 for another period of three years. On the roth January 1897 Gambhir Singh ided, and was succeeded by his eldest son, Chiharta Singh, who was born on the 18th December 1861, and was installed on the 20th May 1897 under certain conditions.

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The State entered into an Agreement in 1882 (No. CXXXIV) regarding the manufacture, consumption, and sale of opium in the State. was revised in April 1897 (No CXXXV).

In March 1900 the State entered into an agreement with the Bombay, Baroda, and Central India Railway Company for the working of the Raipipla State railway from Ankleswar to Nandod, which had been opened for traffic in 1899. This agreement superseded one made on the 21st December 1896.

The area of Rajpipla is 1,5171 square miles; population, by the census of 1901, 117,175; and the gross revenue Rs. 7,81,187, of which Rs. 50,001 are paid to the Gaekwar as tribute.

The State possesses (1905) 36 cavalry, 75 infantry, 2 serviceable and 4 unserviceable guns, and 200 armed police.

The State is liable to the operation of the nazarana rules.

The Raja is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

2. CHHOTA UDAIPUR OR MOHAN.

The ruling family of Chhota Udaipur are Chauhan Rajputs, who formerly ruled at Pawagarh. The State is tributary to the Gaekwar. Owing to a doubt whether the political control of Chhota Udaipur was transferred to the British Government in 1820 along with that of the petty States in Mahi Kantha, an Agreement (No CXXXVI) was made in 1822, by which the Gaekwar surrendered his control, and the State became subject to the British Government, paying under guarantee an annual tribute of Siasi Rupees 10,500, equivalent to Government Rupees 8,769-13-4, to the Gaekwar: this tribute was in 1871 reduced to Gaekwari Rupees 10,147-9-2, equivalent to British Indian Rupees 7,806, in the course of a settlement of certain disputes between the two States regarding the Vasna and Jhabugam parganas.

Prithwi Raj, with whom the above engagement was made, was succeeded by Guman Singh, and he by his nephew, Jit Singh, who died in July 1881, and was succeeded by his son, Moti Singh.

The right of adoption was conferred on the Chief in 1890 (No. LXXVII).

Moti Singh died on the 8th February 1895, and was succeeded by his only son, Fatch Singh, who was born on the 23rd October 1884. During his minority the State was under Government management. Fatch Singh was installed on the 12th March 1906.

The State entered, in 1882, into an Agreement (see No. CXXXIV) for the prevention of the cultivation and illicit importation of opium. This was revised in June 1897 by another Agreement (No. CXXXVII).

Part I

liquidation the most productive portions of the State were farmed for seven years under the British guarantee Verisalii was entrusted with the administration on attaining his majority in 1827, but supervision was exercised over the State till 1850, when it was withdrawn

In 1842 an Engagement (No CXXXIII) was mediated by the British Government between the Gaekwar and the Raja of Rajpipla By this some old disputes were settled by the transfer of certain villages in which both governments had shares to the Gaekwar and the Raja respectively, and by the admission of the right of the Raja of Rajpipla to collect certain customs on payment of Siasi Rupees 13 351, equivalent to Government Rupees 10,270 annually On the 20th January 1859 the Government of India decided that Rajpipla should pay Government Rupees 20,000 annually towards the maintenance of the Gujarat Bhil Corps, which had been raised during the mutiny It was subsequently converted into a police corps, and as no part of it was employed in Rajpipla, the Raja was relieved from any demand on account of its expenses from the 1st May 1865 If, however, troops are employed in Rajpipla, the Raja is held liable to such a contribution on that account for the time the troops are so employed as Government may think fit and reasonable

In 1855 Verisalji's misgovernment and contumacy led to the attachment of the State In the following year he was admitted to a share in the administration, and in 1858 the revenue management was made over to him

In 1850 Government had again to interfere to suppress disturbances among the Bhils

Verisalji abdicated in 1860 in favour of his son, Gambhir Singh, still retaining, however, the principal share of government in his own hands as minister of the State Differences, however, arose between father and some and became so irreconcilable that, in 1867, Government was compelled to interpose and require Verisalji to withdraw from all interference in Rajpipla affairs He died in the following year,

The Raja received in 1862 a Sanad (see No LIA), guaranteeing to him the right of adoption

A British officer was associated with Gambhir Singh in the administration of the State from August 1884 till 1887, when it was found necessary to deprive the Raja of all power, and to entrust the administration for three years to a Political Officer, the Raja remaining in Rajpipla and holding the titular dignity of the Chiefship In 1890 a continuation of this arrangement for another three years was sanctioned, and in 1894 for another period of three years On the 10th January 1897 Gambhir Singh died, and was succeeded by his eldest son, Chhatra Singh, who was born on the 18th December 1861, and was installed on the 20th May 1897 under certain conditions

The State entered into an Agreement in 1882 (No. CXXXIV) regarding the manufacture, consumption, and sale of opium in the State, This was revised in April 1807 (No. CXXXV).

In March 1900 the State entered into an agreement with the Bombay, Baroda, and Central India Railway Company for the working of the Raipipla State railway from Ankleswar to Nandod, which had been opened for traffic in 1899. This agreement superseded one made on the 21st December 1896.

The area of Rajpipla is 1,517\frac{1}{2} square miles; population, by the census of 1901, 117,175; and the gross revenue Rs. 7,81,187, of which Rs. 50,001 are paid to the Gackwar as tribute.

The State possesses (1905) 36 cavalry, 75 infantry, 2 serviceable and 4 unserviceable runs, and 200 armed police.

The State is liable to the operation of the nazarana rules.

The Raja is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

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Moti Singh died on the 8th February 1895, and was succeeded by his only son, Fatch Singh, who was born on the 23rd October 1884. During his minority the State was under Government management. Fatch Singh was installed on the 12th March 1906.

The State entered, in 1832, into an Agreement (see No. CXXXIV) for the prevention of the cultivation and illicit importation of opium. This was revised in June 1897 by another Agreement (No. CXXXVII).

The area of the State is 873 square miles population, by the census of 1901 64 62: and gross revenue, Rs 2 03 131

The State possesses (1905) 35 cavalry, 3 serviceable and 4 unserviceable guns and 50 armed pol ce

The State is hable to the operation of the nazarana rules

The Chief receives a salute of 9 guns which was finally approved in Her Majesty's Order in Council dated the a6th lune 1867

3 BARIYA.

The Barya family is descended in the younger line from the common ancestor of the Chhota Udajure family. The connection of the British Government with this State commenced in 1803 when Sindha's districts in Gujarat were taken possession of by a British force. At that time Yashwant Singh was Raja of Barya. His conduct was most friendly, and he was, in consideration of his services, declared entitled to British protection under article to of the treaty of Sarya Annanzaon.*

Yashwant Singh was succeeded in the government of Barija by his son, Ganga Das, an imbecide character, during whose rule the country was laid waste by the Maratha armes, but they established no claim to permanent tribute. His power was also usurped by a Brahman minister, who with mercenary troops devastated the neighbouring districts till 1819, when the interference of the British Government was solicited, and a settlement't was effected, by which the country was delivered from their violence. On the death of Ganga Das in August 1819, the minister, Rupij, seized the government, and installed Bhim Singh, one of two sons who had been adopted by one of the Ranis before the birthof Prithi Raj. But Bhim Singh was afterwards removed, and the rightful heir, Prithi Raj, was restored. The State was greatly in debt, but arrangements were made under the guarantee of the British Government for the gradual liquidation of the debts, and when the Raja came of age, the direct supervision of the British Government for the was withdrawn.

in 1819, through the mediation of the British Government, certain dies which the Raja of Barrya had for many years leyied from the districts of Halol, Kalol, and Dohad were commuted to an annual payment of Sias, Rupees 4,750, equivalent to Government Rupees 4,144 15 1, which since the cession of Sindhia's Panel Vahalis, under the treatj of the 18th December 1 1860, is now made good by the British Government out of the tribute paid by the Raja of Lunawara.

In 1824 a tribute of Rs 22,000 was imposed (No CAXAVIII) on the Barrya State by the British Government in return for its protection. This

[•] See Vol. IV Gwal or † ho copies of these engagements can now be found.

¹ See Vol. IV. Gwal or.

tribute was to be increased in proportion to the prosperity of the State; but in the year 1849 it was declared to be permanently fixed at Salim Shahi Rupees 12,000, equivalent to Government Rupees 9,076. In 1865 the Bariya tribute was charged with a payment of Rs. 6,406-12-9 on account of the escort of the Political Agent and the cost of establishments at the police stations of Sankheda and Pandu. This charge was subsequently, on amalgamation of the Rewa Kantha Agency with the Panch Mahals Collectorate, reduced to Rs. 5,655, a surveyor and his establishment and ten men of the Gujarat Bhil Corps being dispensed with. In 1868 it was resolved that the tribute should be wholly expended for the benefit of the territory of Bariya and its vicinity, and that the accumulated balance should be formed into a local fund The cost of the portion of the Godhra and Dohad road connecting Gujarat and Central India, which passes through the Bariya State, has been defrayed out of this fund. To the annual amount. Rs. 2,929-7-3, available from the tribute, has been added what is payable to the Raja by the British Government, thus making a total of Rs. 7,074-6-4. With this charges for repairs to the road are defrayed, the surplus being formed into a road fund over which the Political Agent retains control independently of the Raja. Since 1885 the combined fund has been relieved of the cost of escorts and police thanas.

An Engagement (No CXXXIX) was also made with the Raja in 1824 for the payment of Rs 6,000 a year in addition to the tribute for the maintenance of a local force. But like the similar engagements,* which were concluded at the same time with the neighbouring Chiefs of Dungarpur and Banswara, it was never acted on, and in 1826 was declared obsolete

The Raja was succeeded in February 1864 by his son, Man Singh, the present Chief, who was born on the 3rd November 1855. He was installed in 1876.

In 1890 the right of adoption was conferred on the Chief [No. LXXVII].

In July 1891 the Raja granted the British Government the right to overy and administer, and to exercise full civil and criminal jurusdiction over, the lands of his State which were, or thereafter might be, occupied by the Godhra-Rutlam railway (No. CXL).

By an Agreement (No. CXLI), of the year 1892, the Raja of Bariya undertook to abolish all transit duties, to establish a fund for the maintenance of public works, and to provide otherwise also for the up-keep of roads. In consideration of the fulfilment of these terms the tribute due from Bariya to the Bruish Government has been remitted.

The area of the State is 873 square miles population, by the census of 1901 64,621 and gross revenue, Rs 2,03,131

The State possesses (1905) 35 cavalry, 3 serviceable and 4 unservice able guns and 50 armed police

The State is hable to the operation of the nazarana rules

The Chief receives a salute of 9 guns, which was finally approved 10 Her Majesty's Order in Council, dated the 26th June 1867

3 BARIYA.

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present Chief, who was born on the 3rd November 1855. He was installed in 1876.

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In July 1891 the Raja granted the British Government the right to occupy and administer, and to exercise full civil and criminal jurisdiction over, the lands of his State which were, or thereafter might be, occupied by the Godhra Rutlam railway (No CXL)

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The Raja entered into an Agreement (see No CXXXIV) in 1882 to prevent the cultivation and illicit importation of opium. In April 1897 this was revised by another Agreement (see No CXXXVII).

The area of Bariya is 813 square miles, population, by the census of 1901, 81,579, and gross revenue, Rs 2,40,736

The State possesses (1905) 39 cavalry, 1 unserviceable and 3 serviceable guns and 155 armed police

The Chief is entitled to a salute of 9 guns, which was finally approach in Her Majesty's Order in Council of the 26th June 1867.

4 LUNAWARA (LUNAVADA)

The Chiefs of the Lunawara family belong to the Solanki clain of Rajputs, and claim descent from Sidh Raj, who ruled in Anhihara Patan The first connection of the British Government with this petty State was formed in 1803, when the British torops entered Sindha's possessions in Guirara the Quarantee (No CXLII) of the protection of the British Government was given to the Raja in 1803, and a Treaty (No CXLIII) was afterwards made with him in the same year, by which he became tributary to the British Government Bat on the change of policy adopted by Lord Cornwallis this treaty was dissolved.

From that time there was little intercourse with Lunawara till 1812, when a Settlement (No CXLIV) of the Gackwar's tributary claims was made for Rs 7,001 a year, from which Rs 1,000 were deducted The tribute paid at present amounts to British Indian Rupees 5,001 After the Pindari war in 1819 an Engagement (No CXLIV) was mediated between Glababa Shahi Rupees 12,000, equivalent to Government Rupees 9,230, a year, was guaranteed on condition that Sindha would not interfere directly or indirectly in the affairs of the State The tribute is now payable to the British Government under the treaty with Sindha of the 12th December 1860 *

A similar payment of Rs 733 is made on account of the Godhra pargana of the Panch Mahals The amount was fixed in 1851, but no formal engagement was concluded on the occasion by the contracting parties, Sindhia and Lunawara.

Fatch Singh was succeeded by Dalpat Singh, adopted by Fatch Singh's widow, and he in 1852 by Dalel Singh, a collateral heir nominated by Government.

In 1866 the request of Dalel Singh, who had no family, that he might be permitted to adopt was granted, on the understanding that the selection should meet with the approval of Government, and that such mararana as might be deemed proper would be levied. Raja Dalel Singh died in June 1867. He had expressed a wish to adopt Wakht Singh, son of Ajit Singh, the nearest collateral heir, and his widow was allowed to give effect to his wishes. A nazarana of one year's net revenue, deducting the tribute to the British Government, was levied on this occasion. During the minority of the present Chief, who was born on the 28th August 1861, the State was under British management.

The pargana of Virpur, which consists of 42 villages, was for long a bone of contention between the Chiefs of Lunawara and Balasinor. The Lunawara family settled at Virpur about the middle of the 12th century, and removed to Lunawara three centuries later. In the middle of the seventeenth century Virpur was wrested from them by the Balasinor family, but the conquest was never complete, and both Chiefs levied revenue and exercised jurisdiction in certain villages, Lunawara paying a tribute of Rs 2,468-8 to Balasinor. In 1852, on the transfer of Balasinor to the Rewa Kantha Agency from the Collectorate of Karra, the pargana was placed under attachment, both Chiefs being allowed to make their own arrangements under supervision, while jurisdiction, civil and criminal, was to be excressed by the Balasinor officials.

In 1868 advantage was taken of Lunawara being under British management to settle the question. It was found that during the preceding twelve years Balasinor had received Rs 155,152, while Lunawara had only received Rs 23,929. It was therefore determined, in preference to a rateable division of the land between the States, to make over the pargana to Balasinor on the conditions that the Chief should remit the tribute payable by Lunawara, retinquish all claims to jurisdiction within Lunawara limits and accept, as compensation for any rights which he might possess in Lunawara villages, an annual compensation to be fixed by Government. He was also to respect all grants of land in Virpur made by Lunawara and to purchase at a valuation any lands mortgaged by Lunawara to individuals, Landholders owing service to Lunawara were to continue to give that service under penalty of attachment and sale of their lands, the proceeds being paid to Lunawara and the lands made over to Balasinor.

In 1869 a long-standing dispute between the States of Lunawara and Dungarpur under the Mewar Agency, relative to the possession of the villages of Rankeli and Dhokankra, was settled in favour of the former State. Against this decision the Dungarpur Darbar appealed, but after full enquiry the award was confirmed by the British Government and the villages were transferred to the Rewa Kantha Agency.

The administration of his State was handed over to Wakht Singh, who has the title of Maharana, when he came of age in 1880. In 1889 he was

appointed a Knight Commander of the Indian Empire, and in 1890 he received a Sanad (No LXXVII) guaranteeing him the right of adoption

The State in 1882 had entered into an Agreement (see No CXXXIV) to prevent the cultivation and illicit importation of opium. This was revised in June 1897 by another Agreement (see No CXXXVII).

The area of the Lunawara State is about 388 square miles, the population according to the census of 1901, 63 967, and gross revenue Rs 1,85 631 of which about one third has been alternated in free grits and in service or other tenures

The State possesses (1905) 48 cavalry, 2 serviceable and 18 unserviceable guns, and 124 armed police

The State is liable to the operation of the nazarana rules

The Chief receives a salute of 9 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867

5 BALASINOR (VADASINOR)

The Balasinor family is descended from Sardar Muhammad Khan, the elder son of Bahadur Khan, mith in descent from Sher Khan Bah, who, about the middle of the seventeenth century, was made door keeper (Babi) of the Imperial Court, and subsequently commandant of the Koli district of Chuwal, on the north west of Ahmadabad From Bahadur Khan's younger son, Muhabbat Khan, springs another branch of the family, represented by the Nawab of Junagath in Kathiawar Sardar Muhammad Khan was succeeded in possession of the districts of Balasinor and Virpur by his son, Salabat Khan, and he by his son, Salabat Khan Salabat Khan died in Maj 1820, and was succeeded by his cousin Abid Khan

Balasinor became tributary both to the Peshwa and Gaekwar. At the general settlement (No CXIII) of Mahi Kantha in 1812 the tribute of the Gaekwar was settled at Siasi Rupees 4 oor, equivalent to British Indian Rupees 3,078. When the British Government succeeded to the Peshwa's tribute of Siasi Rupees 12 656 to the British Government, equivalent to British Indian Rupees 9,768.

In 1820 an Engagement (No CXIVI).

In 1820 an Engagement (No CALVI) was made with the Babi for the introduction of the British opium regulations into his territories

In 1822 Abid Khan was removed, and Jalal Khan, his brother, was placed mower in his stead He died in December 1831, and was succeeded by

The settlement of the long standing dispute between Lunawara and Balasinor about the pargana of Virpur has been described in the preceding article (Lunawara)

Zorawar Khan died in 1882, and was succeeded by his eldest son, Manohar Khan, In 1890 a Sanad (No CXLVII) was conferred on the Nawab of Balasinor, guaranteeing the succession to his family according to Muhammadan law, in the event of the failure of natural heirs

In 1891 an arrangement, holding good for ten years, was made with howard in respect of his abkari rights in two villages in the Kaira district. The Nawab undertook to close his stills and shops, and preven the sale of liquor in those villages, and Government pay him Rs 659 13-1 a year as compensation on that account. This arrangement was renewed for a period of five years from the 1st January 1898 and again from the 1st January 1903 for another five years.

The Chief entered in 1882 into an Engagement (see No CXXXIV) to prevent the cultivation and illicit importation of opium revised in June 1897 by another Agreement (see No CXXXVII)

Manohar Khan died on the 24th March 1899, and was succeeded by his only son, Jamiat Khan, born on the 10th November 1894, during whose minority the State is under Government management

The Babi is entitled to various dues in the Kaira Collectorate, amounting in the aggregate to Rs 400, British currency

He also receives Baroda Rupees 821-10 12 on account of perquisites from the States of Kadana, Sathamba, and Magori

The area of Balasinor is 189 square miles, population, by the census of 1901, 32,618, and gross revenue about Rs 99,174

The State possesses (1905) 18 cavalry, 10 serviceable guns, and 99 armed police

The State is liable to the operation of the nazarana rules,

The Nawab receives a salute of 9 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867

6 SUNTH

The ruling family in Sunth belongs to the Puar caste of Rajputs, and is believed to have come originally from Ujiain to have settled afterwards at Jhalor, and finally about the thirteenth century, at Sunth A Treaty (No CXLVIII) was concluded with this State in 1803 but it was subsequently dissolved by the policy of Lord Cornwallis, which was adverse to the system of alliances with the petty Rajput Chiefs The Chief of Sunth was included in the Engagement (No CXLV) mediated in 1819 between Sindhia and Lunawara and the payment of his tribute of Baba Shahi Rupees 7 000, oquivalent to Government Rupees 5 385, was guaranteed to Sindhia, on condition of the latter abstanting from all interference in the affairs of the State. It is now paid to the British Government under the cessions of the freaty with Sindhia, dated the 12th December 1860-4.

Sunth receives from the village of Goraru, under Jhalor, one of the parganas of the Panch Mahals Salim Shahi Rupees 50, equivalent to Govern ment Rupees 38 8 7 as chauth This sum was fixed in 1848 by the Political Agent in Rewa Kantha and the Assistant in Mewar, but no formal paper was drawn up Sunth is also entitled to a sirpao (sar o-pa) of Government Rupees 30-8 8 fixed by Sir J Malcolm in A D 1819

For some years bad feeling existed between the Chief of Sunth and the Thakur of Kadana, who are both descended from a common ancestor, the former claiming a right to interfere in the Thakur's choice of an heir, principally on the ground that Kadana was a feudatory of Sunth and had always owed fealty to the Chief of that State The evidence adduced by the Raja was inconclusive and in 1871 the Bombay Government declared Kadana to be independent of Sunth

The late Chief Bhawan Singh died without issue in 1872, leaving as it was alleged a will by which he designated Prithi Singh, one of his Bhayad, as his successor Enquiry showed that the alleged will could not be regarded as a record of the wishes and intentions of the late Chief, and that Prithi Singh was neither a fit person nor the nearest of kin British Government was desirous that the State should be continued in the person of some fit successor, the widow of the late Chief was allowed to select one from amongst the collaterals Her choice fell upon Pratap Singh and was confirmed by the British Government Nazarana of a year's revenue was levied from Sunth The right of adoption was conferred on the Raja in 1890

(\o LXXVII)

Pratap Singh died on the 10th January 1896 without any heir, either adopted or natural and in June 1896 the Government of India sanctioned the succession of Jorabhai Gulab Singh born on the 24th March 1881, of the Babrol branch of the ruling family his nomination having been approved by both the Ranis of the late Chief Jorabhai Gulab Singh was installed on the 31st August 1896 On account of his minority the State was under Government management till 1902, when the Chief was given full powers

In June 1897 the Engagement (see No CXXXIV) which had been entered into in 1882, to prevent the cultivation and illicit importation of onum, was revised by another Agreement (see No CXXXVII)

The area of Sunth 15 394 square miles, population, by the census of 1001, 39 956, and gross revenue Rs 1 16 420 lt possesses (1905) 22 cavalry, I unserviceable and 3 serviceable guns,

and 123 armed police

The State is liable to the operation of the nazarana rules The Chief receives a salute of 9 guns, which was finally approved in

Her Majesty's Order in Council, dated the 26th June 1867

7. PETTY CHIEFS

The province of Rewa Kantha is inhabited for the most part by Bhils. Mewasis and other turbulent tribes With these tribes, which are subject to Rajpipla and the Gaekwar, and also with those in Sindhia's Panch Mahals. agreements were made between the years 1822 and 1826 with a view to the settlement of the country. The nature of these engagements will be sufficiently apparent from the specimens given (Nos CXLIX to CLII). The jurisdictionary powers of the petty Chiefs vary considerably, and the classification introduced into Kathiawar or the Mahi Kantha has not been applied Bhadarva, Umetha, and three other Chiefs were originally included in the Mahi Kantha settlement, and were transferred to Rewa Kantha in 1827. Sindhia's Panch Mahals were ceded to the British Government by the treaty * of 12th December 1860, and attached for a time to the Kaira Collectorate. They now form a separate distinct charge, to which the Political Agency of Rewa Kantha is attached. In 1880 and 1800 the Government of India exempted from payment of nazarana many small Estates having no jurisdictional powers.

In 1897 all the Chiefs noted in the list below, except Pantalavdi, Narukot, and Garol, entered into Agreements (see No. CXXXVII) which revised those made in 1882 (see No. CXXXIV), to prevent the cultivation and illicit importation of opium.

In 1891-92 all the 56 petty Chiefs mentioned in the list below, except Kadana, Sanjeli, Behora, Dudhapur, Virampura, Chudesar, Nalia, Jiral Kamsoli, Narukot, Kasla Paginu Muwadu, Nahara, and Garol entered into arrangements by which they assigned to Government the management of abkari in their Estates in return for pecuniary compensation. The agreements were renewed from the 1st January 1898 for five years, and again from the 1st January 1903 for a further period of five years.

^{*} See Volume IV, Gwalior,

The following is a list of the petty Chiefs, showing the tribute they pay:-

| 2. F | Name of State or place of residence | Name and carts of Ch ef | Age of | Area of State in square make, | Estimated revenue | Tribute | To whom include is paid |
|--------|--|---|----------------|--|-------------------|------------|-------------------------|
| - | Kadana | Pure Chhatrasa | ł | 110 | - n | Rs a. P | |
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| Part I | | Re | wa Kani | ha Ag | ency— | Petty Chiefs. | | | 337 |
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| T | Name of State or place of residence, | Kadana Sanjeli Gad Boriad | Bhadarwa . Umeta Vajiria | Uchad Shanor | Naswadı Vasan Vırpoor | Vohra | Vanmala Palasnı | Behora Dudhapur Vasan Sewada Bhitodia | |
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| 146 201 | Name of State or place of residence | | Pandu | Mevh | Chhalia . | | Poicha | Dhari | | |
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| Part I | | Rewa Ka | antha Agency—Pa | elly Chief | ······································ | | 33 |
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| Rathod Bal Bonjuba widow of Nahar Singh | Pagi Dapa Bhai Jochisi Hathi Bhai Bhathi Mokum Bhai | Baria Prabhat Singh | Koli Mahi Rai Zatle Bhaga . Ada Bhai . Gaba Malu . Mott Gulaba . Saiyula of Pali Agwan Dosi Bab, w cow of Bandeli Pipama. | Rawal (hhatra Sngh , Attar Singh , Bharat Singh | Pagi | Nathu Bhai | n Josa Jera n Natun Bhika n Mela Singh Chandra Singh |
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| 340 | _ | Rewa Kantha Agency-Petty Chiefs | Part |
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| The following is a list of the petty Chiefs, showing the tribute they pay -concld | Name and caste of Chief. | Raad Humat Singt Raad Humat Singt Rate Singt | • |
| The follo | Name of State of ploce of residence. | Bapur Kana Varroin Naha Indhahar I Varroinal Dodus | |
| | Tege Ser | 24448 2 2 2 4 2 3 3 | |

No. CXXVIII.

TRANSLATION of a NOTE from A. REMINGTON, ESQ., OFFICIAT-ING IST ASSISTANT POLITICAL COMMISSIONER and RESIDENT at BARODA, to the address of the following RULERS of the different STATES placed under his POLITICAL

SUPERINTENDENCE, dated 3rd April 1840, viz ..-

To MAHRAVUL GOOMAN SINGJEE, of Oodeypore.

To ditto PIRTHEERAJJEE, of Deogurh Barria.

To Maharanah Futteh Singjee, of Loonawara.

To RANAH BHOWANY SINGLES, of Sounth.

To THAKOOR JALUM SINGJEE, of Bhadurwah.

To ditto SIRDAR SING, of Wankancer.

To Maharanah Verisaljee, of Rajpeepla.

Under instructions received from the Resident of Baroda, conveyed to me in his letter, dated 11th March 1840, I write to inform you that it having come to the notice of that officer that a British subject born in Rutnagherry but residing at Baroda, died, and his widow immolated herself in observance of the rite of suttee, which the Guikwar Government took no measures to prevent, the Political Commissioner addressed a note to His Highness deprecating the occurrence, and suggesting that as the British Government had, after full consideration, abolished the rite of suttee in its own territory, His Highness should introduce a similar arrangement within his own, to which His Highness replied that, according to the request of the Resident, he would cause proper arrangement to be made, and this concurrence being communicated to Government, it was pleased to declare that no act could have been performed more acceptable to it than the abolition of suttee. I beg to state that it appears to me advisable you should take measures to prohibit the practice in your own State, in respect to which, as the British Government are most intent on the speedy abolition of this rite, you will have the goodness, after full consideration of the above, to favour me with a reply.

(Sd.) A. REMINGTON,
Offg. 1st Asst. Poltl. Commr.

TRANSLATION of a NOTE addressed by MAHRAVUL GOOMAN SINGJEE to A. REMINGTON, ESQ., OFFICIATING IST ASSISTANT POLITICAL COMMISSIONER for GUZERAT and RESIDENT at BARODA, dated Cheiter Vud 5th Sumbut, 1806.

After recapitulation of the contents of the note addressed by the Officiating 1st Assistant Political Commissioner on the subject of the arrangements made by the Guikwar Government to abolish the rite of suttee in its territories TRANSLATION of a NOTE addressed by RANAH BHOWANY SINGIEE of SOANTH to A REMINGTON, ESO., OFFICIAT-ING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZ-

ERAT, dated 12th May 1840. Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I will make arrangements in my territory to prohibit the future observance of suttee.

34.1

TRANSLATION of a NOTE addressed by THAKOOR JALUM SING OF BHADURWAH, to A. REMINGTON, ESQ., OFFICIATING

IST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Cheiter Soodh 7th, Sumbut 1896.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I will, agreeably to the wishes of Government prohibit suttee in my territory.

(Sd) JALUM SING

TRANSLATION of a NOTE addressed by THAKOOR SIRDAR SING. of Wankaneer, to A. Remington, Eso., Officiating 1ST

ASSISTANT POLITICAL COMMISSIONER for GUZERAT. dated Bysack Soodh 7th, Sumbut 1896. Having taken into consideration the subject brought to my notice

regarding the abolition of suttee, I will probibit the practice in my districts and make suitable arrangements for its discontinuance, (Sd.) SIRDAR SING.

TRANSLATION of a NOTE addressed by MAHARANAH VERI-SALJEE, of RAJPEEPLA, to A. REMINGTON, ESO., OFFICIAT-ING IST ASSISTANT POLITICAL COMMISSIONER for GUZ-ERAT, dated Bysack Soodh 8th, Sumbut 1806.

I have learnt the contents of your letter on the subject of the abolition of suttee with much pleasure, and shall make suitable arrangements to prohibit the practice within the districts of my State.

No CYYIX

SREE MHALSA KAUNT.

TRANSLATION of a PERWANNAH from ANUND RAO GUIKWAR SENA KHAS KHEVI SHUMSHER BAHADOOR to RANA

KOOER PERFAB SING of the CAPITAL of RAJGHUR,-1810.

AFFR COMPLINATS—Your father Ram Sing of Raighar, does not conduct brusself properh and in consequence many quarrels exist, and your inheritance is in danger of being lost to you. In consideration of this the screams thought proper to riake arrangements that you be invested with exclusive authority to conduct the affurs of the State the same being determined on, this permanahs is given to you Your father Ram Sing is a man involve the welfare of the State wherefore you are invested with the executive management of affure You however, to transact all bussiness and execute all dicels in the name of Ram Sing. You are also to transact Sing.

no public measur. You are likense to institute such means as will preserve the rots from suffering tyrainn and trouble and to obey the Sircar, continuing to pay the Sircar its dues and claims according to existing agreement.

You will also settle the debt owing to Myrab Narrain by your government.

Moideen Jemadar being well disposed to your State, extend to him the same indulgence and protection in his services to your government.

You will arrange respecting a provision for your father, and take such measures as will prevent him from existing disturbances.

Do you continue to conduct yourself as herein provided for in any dealth in the administration of affairs you carnot prosper Consider this and act according to the letter of the Surcar, and you will suffer no unjust trouble from the Sircar, and in behalf of which, and consistent with justice, it has normated Mr Carnac on the part of the Honourable Company as guarantee

Done Sumbut 1866, Magh Vud 8th, Heigra 22nd, Mohurrum, corresponding with the English year 1810, 27th February

The Bombay Government agreed to guarantee these arrangements, but in consequence of the death of Ram Sing the guarantee was never actually affixed to the Sunnud

No CXXX

TRANSLATION of an AGREEMENT entered into by MAHARANAH VERISALJEE, RAJAH of RAJPEEPLA, and JAMES WILLIAMS, ESQ., RESIDENT at BARODA, on the part of the HONOURABLE COMPANY,—1821

Seal of the Rajah

My representation is as follows -

I have received possession of my country from the Guikwar govern ment, but I am certain that without the aid of the British Government I shall not be able to mike its settlement therefore I myself and my father, both of us of our own desire, do agree to act upon everything relating to the settlement of all the affairs of my country in conformity with the advice of the Honourable Company Whatever may be the desire of the government I will act according to it. In conformity with this agreement whoever may be Chieftan of the country from generation to generation the will act

Dated Sumbut 1878 Assoondee reckouing from the month of Assar Aswen Soodh the 15th, corresponding with October the 11th, A D. 1821 Signature of the Rajah,

No CXXXI

TRANSLATION of a BOND signed and delivered to GOVERNMENT by MAHARANAI VERISAL, RAJAII OF RAJPEEPLA, dated at Nandode, the 10th of Falgoon Soodh, Sumbut 1879, A.D. 20th February 1822

CONTENTS

We have of our free will agreed to pay yearly at Baroda to the Guikwar government for yearly jummahundee and glasdana the sum of Rupies (05,001) sixty five thousand and one

The three villages in the Thanna of Roond, vis, ist, Roond, 2nd, Jehoor, 3rd, Kotara, and the zekaut (inland duties), and the five dumalla dulages, Wurkau, Poecha, Washna Huddabhang, and Kokulpore, and Koond near Balode, and the sirpao yearly payable to us from the Guiknar government and the town of Burun being all deducted, the vum total Rupen (05,001) saity five thousand and one is settled, the instalments to be paid in

Sena Khas Kheyl Shumsher Bahadoor, and the Honourable Company Ungree Bahadoor having investigated the same decided my claim to be just, confirmed it, and delivered over to me the chieftamship. On this recount, of my own understanding and free will and pleasure, subscribe to the under written Articles of Agreement for my good behaviour.

ARTICLE 1

On the above mentioned chieftainship are debts due to the Guikwar Sircar and to others. I have not means to bear the whole of this burthen, which is known to the Sircar. But whatever order I shall receive from the Resident at Baroda on the part of the Honourable Company to adopt any pian for the liquidation of the Guikwardebt, I will agree to, and act in conformity with the same

Whatever proportion of the resources of the State may be fixed to defray the expenses of the State at my time by the advice of the Resident, and an order given upon the subject, in conformity with it I will abide. In this I will make no difference.

ARTICLE 2

A separate bond has been given regarding the annual ghasdana and jummabundeet to be puid to the Guikar government, according to which I will pay the sum II in any year an Asmanee or Sultance misfortune should really occur, then the Sircar, out of compassion, will make a remission in the tribute of that year according to the custom of the country

ARTICLE 3

The Company's Sircar has stationed in the above chieftainship a detachment of its sepoys for my protection. For the expenses of the same in whatever manner the Sircar may direct, I will agree, and pay in conformity with the same

ARTICLE 4

The Bheels and Mewassees of the above talook shall not commit any disturbances in the districts of the Guikwar to the north and south of the river Nerbudda, nor in the Khisch districts of the Honourable Company, or in their dependences I will keep the arrangements with them binding In the above province from every village fael zamm security has been taken for its good behaviour II any village has been omitted, security shall be taken from it and a proper settlement be kept. If any disturbance or may it is usustaned, and the same should be proved against any of the inhabitants of my province, I will answer for the same, or cause an answer to be given for it.

ARTICLE 5

I will not harbour nor allow any one to harbour in my talook disturbers of the public peace, Mewassees, the criminals of both governments, and Bharwutteeas I will not, nor shall any other person, associate with them

ARTICLE 6

I will not commit acts of aggression againess arises between me and any other talookdar or undar, I will make the

318

same known to the Company's Sircar, and whatever order it may give respecting it I will abide by.

ARTICLE 7

No one shall molest travellers passing and repassing through the limits of my talooks. I will take care that a proper settlement is made on this point.

APTICLE 8

In the above prossure reside Rajpoots and Grassias, who possess Gerras nghts upon the Company's districts in the zillahs of Baroach and Surat Regarding these, papers of agreement were taken from them by Mr Willoughby, Assistant to the Resident Whatever final settlement of these may be made in conformat with the same I will cause them to abide.

ARTICI E Q

In conformity with the order of the Company's Sircar, opium shall not be clandestinely conveyed within the limits of my province by any merchants or travellers concealed in any other merchantze, without the seal and order of the Sircar I will keep a good arrangement in this respect in my talook if any opium is clandestinely conveyed I will seare it, and make the same known to the Sircar whatever order the Sircar may give relating to the opium arrangements I will abde by

In conformity with the above written nine Articles I will always act from generation to generation in this respect any difference arises, I will answer for the same. My talook is security for my acting in conformity to what is written above. What is written is true.

Rajah's Sesi and s graine,

No CXXXIII

TRANSLATION of an AGREEMENT passed by MAHARANAH SHREE VARISALJEE, RAJAH of RAJPEEPLA, to HIS HIGH-NESS GUNPUT RAO GUIKWAR, dated Sumwut 1909, Karitok Wud 1st, Saturday, corresponding with 28th November 1852

Seal

After compliments I am a half sharer in some of the villages under the Roond pergunnah, in consequence of which the 13 ots and other causes give rise to constant disputes. With a view to avoid the same, I begged the Sircar, through Kamdar Dhuneshuur, Wishwanath, to make over to my management those villages in the said pergunnah over some of which your Highness possessed half and on others entire jurisdiction, as well as the custom Nakas at Nandode and other places with sole authority over them, in lieu of which I would pay the Sircar annually a sum to be fixed by your Highness, that I would give up to your Highness my right of criminal administration, etc., over the village of Kurnalee, which at present is divided between me and the Sircar, and your Highness should therefore fix an amount equal to my half share in the village and the same should be deducted from that sum which the Sircar should fix to be received from me for the villages now in the Sircar's possession, and the remainder would annually be given by me to the Sircar This request of mue the Sircar was pleased to accede to and I thereupon enter into this agreement, the conditions of which are as follons—

ARTICLE 1

I have given over to the Sircar, to their entire management, my half share of junisdiction in matters of criminal administration, etc., over the village of Kunalee, and I have now therefore no right whatever in the jurisdiction, etc., of the village, except that I am only to receive annually a sum on account of the revenues of my half share, and which by taking the average of ten years' receipts is fixed at Rupees 575-80. This will be deducted from the fixed amount of the revenues of those of the villages in the Rooad pergunah which the Sircar have given to me, and of which a detail is given in the following Article, and the balance will annually be paid by me to the Sircar

ARTICLE 2

A list of those of the villages in the Roond pergunnah over some of which half and on others entire jurisdiction has been exercised by the Sircar, and which your Highness has made over to my management with sole criminal administration over them, as well as of the custom Nakas also given to me

Villages over which His Highness the Guikwar exercises entire

1, Thana Roond, 2, Mouza Kotara, 3, Jeyore, 4, Bhurna.

Villages over which His Highness the Guikwar exercises half jurisdiction

1, Mouza Poeecha, 2, Vasna-Nana, 3, Roond, pergunnah Bhalode, 4, Kakulpore

Custom Nakas

t, pergunnah Nandode, 2, pergunnah Bhalode, 3, pergunnah Panetha, 4, pergunnah Gowalee, 5, the custom derived at Ladba's Naka in the village of Kotara.

Spirit Shops

1, Thana Roond 2, Mouza Kotara.

The above villages custom Nakas, and spirit shops have, with the entire surrediction over them been made over to me by the Sircur By taking the average of ten venrs including both civil and criminal receipts, the annual income thereof amounts to Rupies 14 187, from this is to be deducted the revenues of my balf share of Kurpalce as stated in the 1st Article, amounting to Rupees 575 8 o annually and it leaves a balance of Rupees 13,611-8-0 Out of this your Highness having kindly remitted Rupees 260-8 o, there remains a net balance of Rupees 13,351 which I will, without any objection or advancing a claim for remission on account of heavenly or earthly calamity, pay in one item on every Maha So dh 15th 1 lo ensure a regular payment of the said amount I have obtained the Honourable Company's guarantee The management of the aforesud villages will be conducted by me in the same manner as was done by the Sircar No new customs oppressive to the ryots will be introduced. The Sircur should pay the Huckdars and others the amounts of their respective bucks which may have been included in the above fixed sum. On the transfer to me by your Highness of the above mentioned villages, the Sircar will cause marks to be laid down to distinguish the boundaries of your Highness's villages, so that no dispute may in future take place regarding land, and render it easy to conduct the management according to the boundaries so laid down

ARTICLE 3

There are several mutual disputes existing regarding boundaries, also about lands and Geers of the pots to effect a settlement of the same the Sircar should depute a confidential Kundur, who me conjunction with one on up part, will after examining the documentary proofs on both sides, as well as bearing in mind the past many_cment, make proper arrangements, and when once the marks are laid down, there will not remain any more dispute

ARTICLE 4

No protection will ever be afforded in my territory to the Sircar's offenders. If land or other metual disputes hereafter occur, they will be settled by attending to the proofs and the existing management on both sides, and no disputes will be entertained without any just cause

ARTICI B 5.

Whatever direction the high roads usually take after passing the Naksathe Sicar have entrusted to me, will hereafter be continued if it is usual for the goods to pass to and from the Sircar's territory through the above Naksa, I shall never, with the intention to shut up those roads, form new ones in my territory, and if the Sircar's Naksa suffer by my doing so, I will pay the loss that may be done

^{*} This date will occur e ther in February or March

The above is agreed to.

Summut 1909, Kartick Wud 1st, Saturday.

In the Rajah's handwriting.

Signed as above my own signature.

Seal.

Endorsement by the Resident

The above agreement has been passed by the Rajpeepla Rajah to the Guikwar government According to the 2nd Article thereof the above Rajah agrees to pay a sum of Rs 13,352 to the Guikwar A letter No 5006 of the 12th November 1852 has been received from the Bombay Government regarding a guarantee to the above arrangement The guarantee of the Honourable Company regarding the above Rs 13,351 is hereby given.

(Sd.) J. M. DAVIES,

Dated Baroda, 2nd December 1852.

it to be sold at a cheaper price.

Resident.

No. CXXXIV.

TRANSLATION of FORM of OPIUM AGREEMENT entered into with the States of REWA KANTHA in the year 1882.

- Hereafter we shall not at all cultivate poppy nor allow it to be cultivated.
- 2. We shall purchase and import opium for our own consumption, and for that of the people of our talukas, from the Government Depôt at Ahmedabad, or from such other place as Government may appoint for that purpose.
- bad, or from such other place as Government may appoint for that purpose.

 3. We shall allow opium to be sold at the same rate at which it may from time to time be sold in the Government districts, and shall never allow
- 4. We shall not allow the importation into our talukas of smuggled opium, that is, opium on which the Government duty has not been paid, and as in consideration of the above Government has kindly grained us remission of the duty payable to Government, we bind ourselves as stated below. If we do not act in accordance with the above conditions, Government may cancel the grant of the remission
- 5. We shall without fail submit every six months, in such form as Government may direct, a statement showing the quantity of opium purchased, sold, balance remaining in hand, etc., and shall cause accounts thereof to be kept in such form as Government may direct.
- 6. As Government have directed that the above rules should come into force from 1st October 1878, we have hitherto throught them and shall hereafter bring them and cause them to be brought into force.

No. CXXXV

AGREEMENT WITH RAJPIPLA STATE

AGREEMENT between the POLITICAL AGENT, REWA KANTHA, acting under the authority of HIS EXCELLENCY the GOVERNOR OF BOMBAY IN COUNCIL on behalf of the BRITISH GOVERNMENT, and the ADMINISTRATORS of the RAJPIPLA STATE on behalf of the RAJA OF RAJPIPLA, his heirs and successors, regarding the manufacture, consumption and sale of opium in the RAJPIPLA STATE.

Whereas in accordance with the existing relations between the British Government and His Highness the Raja of Rajpipla the cultivation of poppy and the manufacture of opium are prohibited in the Rajpipla State, and no opium may be consumed in the said State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay and whereas in consideration of the covernation of the 18 Highness the Raja of Rajpipla hereinafter contained, the British Government has agreed to relinquish the whole of the said duty on all opium that shall be hereafter conveyed into the said State for consumption therein in accordance with the said covernment.

- a The Administrator of the Rajpipla State on behalf of the Raja of Rajpipla agrees with the British Government with reference to all former agreements on the same subject matter as follows vis =
 - That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely) —
 - (a) by direct importation from Malwa and Rajputana, or

(b) by purchase in Bombay or

(c) by purchase at any convenient opium depôt of the British Government.

and that all opuum so procured shall be imported into, transported through, or exported from British India, as the case may require, in accordance with the law and rules regarding import, transport and export of opum at the time in force in the part of British India into, through, or from which such import, transport, or export is necessary,

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of optum across his frontier.

- (3) That the sale of opium within his territory shall henceforward I conducted by licensed vendors only or departmentally by Sta servants:
- (4) That opium shall not be supplied to any of the said license vendors except on payment of a price, which is not less than the price at which, at the time being, licensed vendors are beir supplied in the British district of Broach;
- (5) That no heensed vendors in his territory shall at any time be permitted to sell opum at a price which is lower than the lower price at which hierased vendors are at the time being authorize to sell it in the British district of Broach.
- (6) That the system for the vend of opium in his territory shall't henceforward assimilated in its general features to that in forcin the British district of Broach;
- (7) That he will enforce in his territory the Indian Opium Act (I-1878), which is already in force therein, having been special applied to it by the Darbar, and rules under the same Act base on those in force in British India promulgated with the approv of the Political Agent, Rewa Kantha, and will hereafter fro time to time adopt and enforce any change in the said Act an rules or any new regulation similar in effect to any provision the law or rules regarding opium for the time being in force i British India, which the Governor in Council of Bombay shal in the interests of the British opium revenue, desire him to ado; and enforce:
- (8) That he will furnish every half-year on the 1st February and 1. August to the British Political authorities of Rewa Kanth Agency in such form as the Governor in Council of Bomba shall, after consulting the Political Agent, Rewa Kantha, fron time to time presenbe, accurate accounts of the optium transactions of his territory.
- 3. The British Government's agree that so long as the Raja of Rajapidly fulfils the foregoing covenants, the whole of the duty payable to the British Government on any opium conveyed into the territory of this High ness the Raja of Rajapipa in accordance with the relations between the British Government and His Highness as recited in the preamble to this greenment, shall be remitted, or if duty has already been paid on any sucopium as if the same were to be consumed in the Presidency of Bombay then that the whole of the amount of the duty which has been so paid shabe refunded to His Highness.

Provided that nothing in this agreement shall affect the ultimate right c the British Government as paramount authority, on occasion arising, to alte the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said Raja of Rajpipl from any of the covenants performable by him under this agreement.

4. And it is further agreed between the parties hereto that in this agree ment the word "opium" shall have the same meaning as in the Opium Ac YOL, YL. I of 1878), or in any other law regarding the opium for the time being in orce in the Presidency of Bombay

Dated at Nandod, this 15th day of April 1897.

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F W Snell, Lieut.-Col, Administrator, Rajpipla State.

W. DODERET,
Political Agent, Rewa Kantha.

No. CXXXVI.

TRANSLATION of an AGREEMENT entered into by the RAJAH of CHOTA OUDEYPORE, KARTICK SOODH 7th, NOVEMBER 2181, 1822.

The Rajah of Oudevpore acknowledges that under the protection of the Honourable Company's government he has subscribed to the yearly payment of ghasdana to the Guikwar government, and that the following are the Articles for regular and systematic proceedings in future —

ARTICLE 1.

The Bheels or Koolees of the aforesaid talooks shall in no case commit any hinty to the Sonkarta or Teeluk ara or any other pergunnals belonging to His Highness the Guikwar, or to any taleka or town under the protection of the Horourable Company. This engagement is to be kept most rigidly, and in case of any depredations being committed and proved, the Oudeypore Chieftin to answer accordingly.

ARTICLE 2.

The irregular, quartelsome Menassees, disobeyers and rebels against government, incendiaries (Bharwattea) and others of such character, shall not be sheltered, nor allowed to be sheltered, in the Oudeypore pergunnah, nor any assistance be afforded them.

ARTICLE 3.

No private quarrels shall be allowed to be prosecuted; but if any talookdar has any difference with any zaminder, the same shall be referred to the Honourable Company's government, and the decision thereupon be final.

ARTICLE 4.

The public roads through the limits of the Oudeypore talooka shall be protected from all interruptions of commerce or risks of personal safety.

ARTICLE 5.

It is most strictly agreed to for this talooka that, in conformity with it the seal and pass of the Honourable Company, in the baggage of any trave ling merchants, and if any opum is found attempted to be smuggled, it said opums hall be seared and reported to government and disposed of agree ably to the orders then received. These are the five Articles of agreements which affairs are in inture to be guided, and in case of any breach these engagements, the Oudeypore Chieftan binds himself to answer the

TRANSLATION of a PAPER addressed to the SIRCAR by th CHIEFTAIN of OUDEYPORE, RAJAH RAWUL PIRTHEERA dated ASOO SOODH 10th, SUMWUT 1878, 28th JUNE 1822.

Of my own free-will and inclination I have agreed to make good year hap through the mediation of the British Government the sum of rupe ten thousand hee hundred (10,500) to the Guikwar government, in it same manner that this ghasdana has been hitherto paid in Baroda. Fro this agreement there shall be no departure, and expribing that concerns it above talooka, either good or bad, shall be transacted through the mediatic of the British Government, and 1 will remain a servant of the Company nothing contrary to this shall be done; to this I affix my signature.

TRANSLATION of the PERWANNAH given by HIS HIGHNES

SEEAJEE RAO GUIKWAR SENA KHAS KHEYL SHUMSHER

 BAHADOOR, to the RAJAH of MAHA RAWUL PIRTHEERA dated the 2nd of the 2nd ASSO VUD, or 15th of the month of SUFFUR (October 31st, 1822).

Ghasdana is due from you to the Baroda government, and it is agreed under the mediation of the British Government and through the interventic of Mr. Williams, the Resident at Baroda, that the above to the amount of Mr. Williams, the hundred yearly, shall be paid by instalment as hithert and if at any time you suffer through the inchemency of seasons or foreign in asion, then the Baroda government shall exercise protection in the sam manner that is agreed upon for Kattywar and Mahee Kanta.

Therefore remain at ease in your mind that no injustice shall that tempted against you, and attend to the improvement of your talooka, and your agents and Karbarees Gokul Bukshi and Sardooram Dubba and Babt Matur and Puroodas Yunravan Paruck and others, when coming or going o business connected with your government, shall suffer no kind of interruptuo or injury; for this protection, which is binding year by year for ever, th Honourable Company is guarantee.

Signed with both the seals of the Guikwar government.

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TRANSLATION of a LETTER from J P. WILLOUGHBY, ESQ, FIRST ASSISTANT in charge of the RESIDENCY, to MARAWUL PIRTHEERAL RAJAH of MOHUN, dated 11th DECEMBER 1822

After compliment, -Your letter of Baderwa Soodh the 13th sent to Mr Williams the Resident was delivered by your agent Moro Punt, and its contents are understood. The yearly payment of Ghasdana to the amount of Rs (10 500) ten thousand five hundred the aforesaid Karkoon has paid for the year 1878 and has received receipts for the Warats which will be delivered to you and respecting this said sum of Rupees (10 500) ten thousand five hundred you have agreed to send your agent yearly to pay the same in Baroda under the mediation of the British Government as it has been paid hitherto and pledges of good behaviour have also been given by you on which account the Gaikwar government has given the Perwannah for the perpetual guarantee of the British Government therefore, be confident that so long as you fulfil your engagements you need apprehend no failure of these promises of protection

(Sd) † P WILLOUGHBY

No CXXXVII

AGREEMENT between the POLITICAL AGENT, REWA KANTHA, acting under the authority of HIS EXCELLENCY the GOV-ERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT, and the ADMINISTRATOR of the CHHOTA UDFPUR STATE on behalf of the RAJA of CHHOTA UDEPUR, his heirs and successors, regarding the manufacture, consumption and sale of opium in the CHHOTA UDEPUR STATE

Whereas in accordance with the existing relations between the British Government and the Raja of Chhota Udepur State the cultivation of poppy and the manufacture of opium are prohibited in the Chhota Udepur State, and no opium may be consumed in the said Chhota Udepur State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in il e Presidency of Bombay and whereas in consideration of the covenants on the part of Chhota Udepur State hereinaster contained the British Government has agreed to relinquish the whole of the said duty on all opium that shall be hereafter conveyed into the said State for consumption therein in accordance with the said covenants.

- The Chhota Udepur State agrees with the British Government with reference to all former agreements on the same subject-matter as follows, via:—
 - (1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely):—
 - (a) by direct importation from Malwa and Rajputana; or
 - (b) by purchase in Bombay, or
 - (c) by purchase at any convenient opium depôt of the British Government,

and that all opium so procured shall be imported into, transported through or exported from British India, as the case may require, in accordance with the law and rules regarding import, transport and export of opium at the time in force in the part of British India into, through, or from which such import, transport or export is necessary;

- (2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier,
- (3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants,
- (4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price, which is not less than the price at which, at the time being, licensed vendors are being supplied in the British district of the Panch Mahals;
- (5) That no licensed vendors in his territory shall at any time be permitted to sell opuum at a price which is lower than the lowest price at which heensed vendors are at the time being authorized to sell it in the British district of the Panch Mahals;
- (6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British district of the Panch Mahala;
- (7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Department, No. 7207, dated 18th September 1895, and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulations similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall, in the interests of the British opium revenue, desire him to adopt and enforce;
 - 8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of Rewa Kantha in such form as the Governor in Council of Bombay shall, after

consulting the Commissioner of Custom, Opium, etc., from time to time prescribe, accurate accounts of the opium transactions of bis territory

3 The British Government agrees that so long as the Raja of Chhota Udepur duly fulfils the foregoing covenants, the whole of the duty payable to the British Government on any opium conveyed into the territory of Chhota Udepur that the relations between the British Garernment and the said Chhota Udepur State as recited in the preamble to this agreement, shall be remitted, or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the whole of the amount of the duty which has been so paid shall be refunded to the Chhota Udepur State

Provided that nothing in this agreement shall affect the ultimate right of the British Government as paramount authority, on occasion arising, to after the rate of driv or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said Chhota Udepur State from any of the covenants performable by him under this agreement.

4 And it is further agreed between the parties hereto that in this agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878) or in any other law regarding opium for the time being in force in the Presidency of Bombay

Dated at Chhota Udepur, this twenty-third day of June 1897

D Hormusji,

Administrator, Chhota Udepur. W Doderst.

Political Agent, Rewa Kantha

Similar agreements were taken from all the other Chiefs in the Rewa Kantha Agency

No CXXXVIII.

AGREEMENT between the British Government and Maharaj Pirtheeraj, Rajah of Barria, his heirs and successors, concluded, in March 1824, by Captain A MacDonald on the part of the British Government and by Rawul Jeejerbhaee on the part of the Rajah of Barria.

ARTICLE 1

The Rajah Pirtheeraj having agreed to pay the British Government, an annual tribute for its protection, will make no delay or evasion in fulfilling his engagement.

ARTICLE 2

The British Government, in consideration of the debts of the petty State of Barria, will accept the sum of Shalim Shace Rs. 12 000 annually as tribute for six years, from the year Sumwut 1880 (corresponding with AD 1823 24) to Sumwut 1886 (corresponding with AD 1829 30)

ARTICLE 3

This tribute shall be paid by instalments as follows -

For the year Summut 1888 (A D 1823 24), Shalim Shaee Rs 12,000

First instalment, Shahm Shaee Rs 6000, to be paid in Assar Soodh, Sumwut 1881 (corresponding with July 1824)

Second instalment Shalim Shaee Rs 6,000, to be paid in Kartick Soodh, Summit 1881 (or November 1824)

For the year Sumwut 1881 (A D 1824 25), Shalum Shaee Rs 12,000 Pirst instalment, Shalum Shaee Rs 6000 to be paid in Assar Soodh, Sumwut 1882 (corresponding with July 1825)

Second instalment, Shalim Shaee Rs 6,000, to be paid in Kartick Soodh, Sumwut 1882 for November 1821)

For the year Sumwut 1882 (AD 1825 26), Shalim Shaee Rs 12,000

First instalment, Shalim Shaee Rs 6000, to be paid in Assar Soodh, Sumwut 1883 (corresponding with July 1826)

Second instalment, Shalim Shaee Rs 6 000, to be paid in Kartick Soodh, Sumwut 1883 (corresponding with November 1826)

For the year Sumwut 1883 (A D 1826 27), Shalim Shaee Rs 12,000 First instalment, Shalim Shaee Rs 6 000, to be paid in Assar Soodh, Sumwut 1884 (corresponding with July 1827)

Second instalment, Shalim Shaee Rs 6 000, to be paid in Kartick Soodh, Sumwut 1884 (corresponding with November 1827)

For the year Summut 1884 (AD 1827 28), Shahm Shaee Rs 12,000 First instalment, Shahm Shaee Rs 6 000, to be quid vo. Assar Soodh, Summit 1887 (or July 1828)

Second instalment, Shalim Shaee Rs 6,000, to be paid in Kartick Soodh, Sumwut 1885 (or November 1828)

For the year Sumwut 1885 (AD 1828-29), Shahm Shace Rs 12,000 First instalment, Shahm Shace Rs 6 000, to be paid in Assar Soodh, Sumwut 1886 (corresponding with July 1829)

Second instalment, Shalim Shaee Rs 6,000, to be paid in Kartick Soodb, Sumwut 1886 (or November 1829)

ARTICLE 4.

After the expiration of the period above mentioned, the tribute shall be acreased in proportion to the amount of the revenues

MAHARAJ SHREE PIRTHEERAJ GUNGADASJEE, in the handwriting of RAWUL JEEJELBHAEE What is stated above is binding Rawul Shree Pirtheeraj Gungadasjee, constant servant of Stre Ram

Confirmed by the Governor-General in Council on the 20th April 1824

No CXXXIX.

SIGNATURE of JEEJEEBHAEE KAMDAR

ENGAGEMENT entered into by RAJA PIRTHEE SING, of BARRIA and KAMDAR RAWUL JESJEEBHARE with CAPTAIN ALEXANDER MACDONALD on the PART of the HONOURABLE COMPANY.—1824.

I agree of my own free will to pay to the Honourable Company without ladure, exclusive of the fixed tanka the sum of Rs 500 per mensem, or Rs 6000 per annum, for the maintenance of the cavalry and infantry stationed with me for the protection of the country. Hesides this sum the extablished tanks will be regularly paid by instalments. The pay of the horse and foot, amounting to Rs 500 per mensem, to commence from the 1st January 1824, or Summy 1886

Dated 24th Fanuary 1824

No. CXI.

No M 180, dated Devgad Baria, the 17th July 1891

From-Mansingjee, Raja of Bana,

To-H T OMMANNEY, Esq., Political Agent, Rewa Kantha

With reference to your letter No 986, dated the 6th instant, I have the house to inform you that, in order to meet the wishes of Government, I hereby grant, on behalf of myself and my successors to the British Government the right to occupy and administer and to exercise full civil and crim all jurisdiction over the lands of my State, occupied and traversed or here after to be occupied or traversed by the Godbra Rutiam Railway, including lands sequired for railway stations and other buildings, for so long as the said lands and premises shall be required for railway purpoves

It is to be understood that the authorities exercising the jurisdiction granted as aforesaid will liberally afford to the seriants of my State all reasonalle and practicable facilities in view to the preceding of criminals, the secure of stolen property, and in view renerally to the maintenance and promotion of peace and order

Part I

No. CXLI

Rewa Kantha Agency - Banya-No. CXLL

ARTICLES OF AGREEMENT concluded between the BRITISH
GOVERNMENT and the STATE of BARIA for the remission of
the tribute payble by the BARIA STATE,—1892.

Preamble—Whereas the State of Baria is bound by a Treaty, dated April 824, to pay to the British Government a yearly tribute of Salamasi Rs 12,000, And whereas the Raja, Maharawal Sri Mansingiji, has prayed the British Government to forego the said tribute and shown cause therefor, And whereas the British Government is willing on certain conditions to accede to the Raja's prayer the following articles are, in this view, agreed upon between Maharawal Shir Mansingii, Raja of Baria, on behalf of himself, his heirs and successors on the one part, and A C Logan, Esq. Political Agent, Rewa Kantha, for the time being, on behalf of the British Government on the other —

ARTICLE 1.

Transit duties are for ever abolished throughout the Baria State, and no duties under the name of export or import, or any other designation, shall be watered from goods which enter, pass through, and leave the State hints without any material trade transaction taking place in regard to them

ARTICLE 2

The road from the railway station at Linkheda to Jhalod, as far as the frontier of the Baria State, remains in charge of the British Government for maintenance and repair, and will so remain until the British Government see fit to hand it over to the Baria State

ARTICLE 3.

The British Government will levy tolls on the road described in the preceding article in accordance with the British law regulating such levy at such rates as it shall think proper. No cess of any kind shall be levied by the Baria State on this road, and the tolls of the British authorities shall be restricted to the amount required for purposes of maintenance and repair

ARTICLE 4

The Barra-Asadi road, and the Barra portions of the Godbra Dobad too torning part of the Jhaida Linkheda road, as described in article 2, all of which have been hitherto maintained by the British Government, are made over to the Barra State, subject to their being maintained and repaired to the satisfaction of the Political Agent.

No. CXLIII.

TREATY concluded with the RAJA of LOONAWARA-1803.

In virtue of the authority which has been vested in Colonel John Murray, commanding the British force is fourerat Attaverasee, and districts conquered from Dowlat Rao Sinday, to ratify and conclude a Treaty of annity with me, on the basis of friendships, and on those terms of reciprocal benefit which had been previously acceded to on my part, and recommended in my behalf by Colonel Murray during his containance in the Loonawara startet, and annious to profit by the friendly protection which the Homourable Company Ilahadoon has been graceastly pleased to extend towards me, I do, of my free will, and in conformity to the terms previously agreed to, hereby enter into or conform the following conditions, namely,—

ARTICLE 1.

First, as tradutary to the Henourable Company Bahadoor, I hereby engage, in consequence of their gracous concession, in my behalf, of the traduct hitherto usually paid by one to the late. Science of Hosbut Rad-Sinda, to manitain, at mo one reapens, dead of corrected to Hosbut Rad-Sinda, to manitain, at most reapens, dead of correct of the other trades of the procession of the Company Bahadoor, a military force for the defence of my territories, the services of which hall be at latter command, in repelling every attempt heathe to their interests, by an invasion of the Guirerat through my districts; and I I creby engage to refinquish claim to indemnification for any injusy miself or subjects may instain, in our persons or property, by these efforts against the common enemy, considering, on all occasions, the enemies of the English as my own, and picking my self to defend my country against them to the last extremity; further engaging to give such token of allegiance as His Excellency the Governor-General may be pleased to require

ARTICLE 2.

Secondly, I engage, on all occasions, to be answerable for the safety of the property and persons of the Bintsh Government, its servants and subjects, wherever they may be, now or hereafter, in my districts, and relinquish adiant to remuneration for their services from the government, as far as related to them or those in their service; but with respect to their subjects to them or those in their service; but with respect to their subjects to the subjects of the subject of the subjects of the subject of the sub

(Sd) J. MURRAY, Colonel.

No. CXLIV.

Translation of an Agreement passed by the Rana of Loonawara to the Gaikwar Government.

I. Rana Futteh Sing, of the talooka of Loonawara, do of my own freewill admit that whenever the army of the Sircar came into these parts. the ghasdana and khirajat used to be discharged according to the running account. My villages were in this way distressed and the population decreased. Therefore, as the Sircar's army having been to Kattywar has made an equitable perpetual settlement according to the amount of former payments, I, in like manner, for my own tranquillity, have passed a writing in which the sums due for ghasdana and khirajat are included in one item A separate bond for ten years on this subject has been passed to the Sircar, According to the condition of it I will send a Kamdar every year to Baroda and discharge the amount. There shall be no deviation from this agreement. I, my sons, and their descendants from generation to generation, as many as shall manage Loonawara, will for ever abide by the above written agreement. A separate perpetual security bond has been passed which is to be abided by. There is to be no deviation from this If a deviation should take place, I am an offender against the Sircar. This writing is true,

Sumwut 1869, Cheiter Soodh 14th.

RANA FUTTEH SINGJEB.

Signed by the hand of MEHTA NANA ICHARAM

TRANSLATION of a BOND passed by JUSOO PHOOLJEE BHAU'I, of MOONDA, to the GUIKWAR GOVERNMENT.

I, of my own free-will, pass this agreement to the Sircar on the subject of the ghasdana and khirajat of Futth Singijee, Rana of the falooka of Loonawara, from Sumwut 1868, for ten years, xiz, the ghasdana and khirajat together are fixed at Rupees 7,001 for one year. The kisthundh has also been settled, and according to this I will every year settle at Baroda, and will pay the money according to the kisthundi. If by the will of God the payments shall be made four days sooner or later, interest shall be given at the rate of 1 per cent. Per month.

Particulars of the kistbundi.

1st kist to be paid on 2nd Margseer Sood 2nd do, do, 2nd Maha Sood} Rupees 7,001.

According to this arrangement the money will be paid year by year. I will pay it regularly for ten years. If the periods of payment be extended, interest to be paid as above mentioned, and if a Mohsul come from the

No CXLIII.

TREATY concluded with the RAJA of LOONAWARA-1803.

In virtue of the authority which has been veited in Colonel John Murray, commanding, the Intitush forces in Guerrat Attacerates, and districts conquered from Dowlat Rao Sin Jia, to ratify and conclude a Treaty of amy with me on the basis of trendship and ord low terror of recipiesed benefit which had been previously acceded to on an just, and recommended in my behalf by Colonel Murray daring, a cortic under in the Lionawara district, and anxious to just to the friendis just tection with the Honourable Company Balandon has been given only proposed to extend towards ray, if do, of my free will and in or formity to the terms previously agreed to, hereby enter into or confirm the too owing conditions namely—

ARTICLE 1

I trist, as tributary to the Horourals's Company Bahadoor, I brelly engage, in consequence of their gracious soncession, in my behalf, other bribate hitherto usually paid by me to the late poternited to Doubut Rao Studia to maintain at mi own response devoid of every claim to recruised ton from the government of the Honourable Company Bahadoor, a military force for the defence of mis territones, the services of which shall be at the command, in repelling every attempt boattle to their interests, by an invasion of the Gurerat through my durinsts and I berty engage to refungial claim to indemnification for any inpury myself or subjects may sostain, on our persons or property by these fiftors against the common energy, considering, on all occasions the encuries of the English as my own, and piedging misself to defend my country against them to the last extremity, further engaging to give such token of allegiance as Iliu Excellency the Governor General may be pleased to require

ARTICLE 2.

Secondly, I engage, on all occasions, to be answerable for the safety of the property and persons of the Birtish Government, its servants and subjects wherever they may be, now or hereafter, in my distincts, and relinquist claim to remuneration for their services from the government, as far as relate to them or those, in their service, better their respect to their subjects, I reserve the right of taxing merchantic and exacting payment, according to ancient custom, for the protection which I hereby engage to give the merchants

(Sd)] MURRAY, Colonel

Concluded, Camp Loonawara, Nosember 14th, 1803

No. CXLIV

TRANSLATION of an AGREEMENT passed by the RANA of LOONA-

I, Rana Futtch Sing, of the talooka of Loonawara, do of my own freeghasdana and kharajat used to be discharged according to the running
account. My villages were in this way distressed and the population
decreased Therefore, as the Sircar's army having been to Kattywar has
made an equitable perpetual settlement according to the amount of former
payments, I, in like manner, for my own tranquility, have passed a writing
in which the sums due for glassdana and khirajat are included in one item
A separate bond for ten years on this subject has been passed to the Sircar
According to the condition of it! will send a Kamdar every year to Baroda
and discharge the amount. There shall be no devation from this agreement. I, my sons, and their descendants from generation to generation, as
many as shall manage Loonawara. will for ever abude by the above written
agreement. A separate perpetual security bond has been passed which is to
be abided by. There is to be no deviation from this. If a deviation should
take place, I am an offender against the Sircar. This writing is true

Summut 1869, Chester Soodh 14th

RANA FUTTEH SINGIBE

Signed by the hand of MEHTA NANA ICHARAM

IRANSLATION of a BOND passed by JUSOO PHOOLJEE BHAU1, of MOONDA, to the GUIKWAR GOVERNMENT.

I, of my own free-will, pass this agreement to the Sircar on the subject to the ghasdana and khirajat of Futteh Singjee, Rana of the talooka of Loonawara, from Sumwut 1868, for ten years, viz, the ghasdana and khirajat together are fixed at Rupees 7 oor for one year. The kistbundt has also been settled, and according to this I will every year settle at Baroda, and will pay the money according to the kistbundt. If by the will of God the payments shall be made four days sooner or later, interest shall be given at the rate of I per cent per month

Particulars of the kistbunds

1st kist to be paid on 2nd Margseer Sood 2nd do do 2nd Maha Sood

} Rupees 7,001

According to this arrangement the money will be paid year by year a will pay it regularly for ten years If the periods of payment be extended, interest to be paid as above mentioned, and if a Mobisil come from the

Sirear mohsule, and khurch and the pay of a kossid to be discharged. This writing is true

(Sd.) Bhaut Jusoo Phooljer.

Surmut 1874, Chester South 14th

The above written is true

No. CXLV.

AGREEMENT concluded with Man Sing PATUNKUR, dated the 10th August 1810.

As Wan Sung Patunkur his repeatedly and carnestly entreated the aid of the Brush Government to effect a just settlement of his tributary claims from the petts States of Soanth Rampoora, and Loonan ara, in consideration of the first-fill relation subsystem between the Brush Government and the Waharajah Dowlst Rao Sindix and with a view to the preservation of peace and tranquillity and the restoration to good order and eventual prosperity of the pracipalities of Soruth and Loonanwar, both of which have been and are still so distracted by intrisine commotions, and so harssed by foreign troops as to be in danger of utter desolation. Brigadier General Sr. John Malcolim offers to the consideration of Van Sing Patunkur the following conditions assuring him that upon those terms only will the interference of the British Government be exerted in his behalf.

ARTICLE I

The British Government will guarantee to Man Sing Rao Patunkur, as long as he is authorized by his Prince Dowlut Rao Sindia to recence it, his annual tribute from the States of Soanth and Loonawara amounting to Babashaee Rupees 1900 per annum, of which sum the State of Soanth pays Babashaee Rupees 1900, that of Loonawara Babashaee Rupees 12,000 This tribute will commence with the year Vikrumajeet 1876, or A.D 1819-20 This tribute, will commence with the year Vikrumajeet 1876, or A.D 1819-30 This tribute, will commence with the year Vikrumajeet 1876, or A.D 1819-30 pool, and in Jesth Soodh Poorum Masee, corresponding with April 1820, Rupees 9 500. The British Government will also guarantee to Vian Sing Rao Patunkur his arrears of tribute for the year 1875 or A.D 1818 19, from the above mentioned State of Loonawara, amounting to Rupees 700, if, on enquiry, the demand prove just This arrear to be paid by instalments, of which the dates will be fixed hereafter. The period of lequidation not, howeer, to exceed two vesies.

ARTICLE 2

Man Sing Rao Patunkur must immediately withdraw all his troops of every description, as well as all his Karkoons and officers, from these States, and on no account, for the future, exert any interference, culter durefully induserly, with the affairs or with the government of Soanth and Loonawara.

ARTICLE 3

Man Sing Patunkur must relinquish, in favour of the Rajahs of Soanth and Loonawara, all claims to the villages he now demands, vis, 70 from Loonawara and 42 from Soanth, which villages, it is acknowledged, have been forty years in their possession

The above Articles have been agreed upon and settled this 10th day of August 1819

No. CXLVI.

TRANSLATION of a WRITING from the CHIEFTAIN of BALASINORE to the COLLECTOR of KAIRA, dated 30th August 1820.

The Sircar has been pleased to furnish me with copies of the Opium Regulations, ors, Regulation I, 1818, and Regulation I, 1820 According to these enactiments, I shall in my villages regulate the opium Should any person, however, in breach of the Honourable Company's Regulations, import opium, I consent that any one on the part of the Honourable Company may seize the same in my talooka

I shall make the Honourable Company's Regulations known to my ryots, and take care that they are respected

Besides as to the opium required for the internal consumption of my country, the people of my talukas shall bring it from such depot as the Sircar may prescribe, and sell it by retail, according to such rules as may be in force in the Honourable Company's districts

(Sd) by Wuzoo Mooznooadar, on the part of Bibee Abad Khan Sulabut Khan

No CXLVII.

ADOPTION SANAD GRANTED TO THE NAWAB OF BALASINOR, --- 1890

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the government of your State which may be legitimate according to Muhammadan law will be upheld

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of

the treaties, grants or engagements which record its obligations to the British Government

(Sd) LANSDOWNE, Viceroy and Governor General of India

Simla, The 23rd June 1890

No. CXLVIII.

TREATY concluded with the RAJAH OF SOANTH, dated the 15th
December 1803.

Trusting and believing in Providence-

I hereby declare that, destrous to embrace the very amucable offer made to me by Colonel Murray Commanding the British forces in the Guserat Attavessee, and conquered districts on behalf of the Honourable Company Bahadoor, and to cerient the friendship which at present so happily exists between me and the Honourable Company 8 government, I have, in testimony thereof of my free-will and consent, entered into the following engagement with the Honourable Company Bahadoor, under whose protection it has pleased the Almighty to please me —

ARTICLE I

As tributary to Powagur and the Honourable Company Bahadoor, I herepengage to continue the payment of the same annual tribute as it has been
usual for me to pay to the late government of Dowlut Rao Sundia (namely,
Rupees 2,700) but should it please the Honourable Company's government
graciously to release me in future from the payment of the aforesaid inbute,
then I engage to present them annually with such nurserana in token of my
allegance as they may be pleased to direct, which shall be in leu of all other
sums whatsoever, and as long as I continue faithfully to adhere to the interests of the Honourable Company, this concession of the tribute to be pad by
me, if acceded to by His Excellency the Governor General in Council, shall
not be hable to be revoked.

ARTICLE 2

I engage, on every occasion, to consider the enemies of the English as my own, and to the last extremtly to defend my country, and oppose every attempt of a hostile nature which may be made by a foreign power for the passage of troops through my districts, and relinquish all claim to indemnification for any losses myself or subjects may suffer on the occasion

ARTICLE 3

On all occasions when my country is threatened by a foreign force, either on account of my attachment to the British Government, or by people my

enemies, I shall receive assistance from the Honourable Company's government to enable me to resist the enemy, unless it should appear the invasion is intended merely to punish insubordinate subjects of mine, who may have violated my neighbours' boundaries, when I agree to adopt such measures as may satisfy the aggreeved

ARTICLE 4

I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects, wherever they may be now or hereafter, in my districts, and relinquish all claim to remuneration for these services from the government, as far as relates to them or those in their service. But with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to ancient custom, for the protection which I hereby engage to give to the merchants

(Sd) J MURRAY, Colonel

Concluded, Camp Kaliban, December 15th, 1803

No. CXLIX.

TRANSLATION of a Fa'el Zamin Bond by Coovera Wussawa, of the Sukhbarra Pergunnah, with MAHARANAH VEERASAL, RAIAH of RAIPIPLA, on the part of himself and other villages of the above pergunnah subject to his authority. &c . &c., his brethren, all those who reside within the limits of his pergunnah DHAROLA (or those who bear any kind of arms). ryots and all who reside in the district of SUKHBARRA, of his own free-will, dated the 9th of Maha Soodh, Sumwit 1878. corresponding with the 31st of January 1822.

ARTICLE 1

I mysell, my brethren, and all who reside in the villages of my pergunnali, will continue to reside in them, and remain in obedience to the orders of the Sircar, the same as ryots

ARTICLE 2.

An exemption was anciently made from paying revenue from my pergunah Sakhbarra, but the ancient vera (or taxes), dund furoze (or fines levied from criminals), &c, &c, and other levies, small or great, formerly paid to the Strar, I will now pay The enstons of the pergunah of Sakhbarra belong to the Sircar, and will be collected by its thannadar

YOU, VI

ARTICLE 3

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I will always obey the thannas which are now placed by the Sircar, and if you obter thannas may in future remain or be sent, I will always pay obedience to the orders they may eave me

ARTICLE 4

If I have become possessed of any village or land by force, or unjustly, I will restore it by the order of the Strear In future, I will not take posses sion of any village or land by force but if any one is willing to give find to me, having informed the Strear that such is the case and having obtained its order. I will take it

ARTICLE 5

Whatever I justly owe, or whatever is justly oned to me, or whatever justly may possess whatever boundary dispute may arise relating to me, whatever claim I may have in the territores of the Honourable Company, in those of the Guikwar government, in those of the Rajpeepla government, or any other distincts, wherever they may be, I will make the same known to the Sircar, and will agree to whatever settlement it may make, and take accordingly. I will not distress the Patell or rots of any village purbhara (or directly), nor take more than may be fixed by the Sircar, nor occasion any additional expense to any village beyond that fixed by the Sircar

ARTICLE 6

If from this time any robbery shall be made in any village, or any injury be offered to 170ts, merchants, or travellers, and it is proved I am concerned or in fault, I will give a satisfactory answer to the Surcar

ARTICLE 7

I will sense any refractory persons, robbers, Bharwutteas, who may go out with a gang with the intention of committing depredations, plandering on the biguway, or to commit thansa, who may enter any place situated within my boundaries. If they are too strong for me, I will without delay give the necessary information to the Surcar, and having obtained the assistance of the Surcar, will sense them I will not journ any robbers or Bharwutteas, neither will I give them a hookah or water, nor allow any one to do so I will not give them a resting place, or food, nor allow any one else to do so

ARTICLE 8

If any new persons, either a relation or a Purdeesse (or a person belonging to any place situated out of his own territory), may come to reside in my village, has leg taken security from him, i will allow him to take up his before the Siccar II it is proved that it is creetly allow any person to remain, I will give an answer to the Siccar.

ARTICLE 9.

I will not entertain in my service any Purdeesee (foreign) Sebundy, either horse or foot If it shall be discovered that I do so, I will give an answer, and will agree to whatever punishment the Sircar may impose upon me

In conformity with the above-written nine Articles which I have given, I will continue to act; if in any respect a difference occurs, I will give an answer, together with the expense of Ren Mohaullee, and whatever punishment it may please the Streat to inflict, I will consent to Besdest the above, I will act nonformity to whatever orders may be issued by the Streat, for which Mylo Wussawa, of the village of Somcaree, are my perpetual Fa'el Zamin security, they will observe this themselves, and make me do so Cano Fuqueero Wussawa, of the village of Vuradurous, in the Baroach pergunani, and Manglo Wussawa, of the village of Duroopulee, in the Sukhbarra pergunnal, are arra-ramin (or counter-security).

Declaration made by the persons who have become counter-security.

We, of our own free-will, become arr-zamin, that, in conformity with what is written above, we will give an answer, or cause one to be given, year by year, always as long as the authority of the Honourable Company, that of the Gukwar Sircar, that of the Raj Sircar, &c, &c, shall continue to exist.

- (Sd.) WUSSAWA COORJEB OMUD + his mark,
- " Wussawa Mylo Poonja + his mark,
 - , Wussawa Catree Hudua + his mark,
 - " WUSSAWA CANO FUQUEERO + his mark.
 - " Wussawa Monglo Deevaluc + his mark,

TRANSLATION of an AGREEMENT entered into by COOVEEREEA WUSSAWA with J. P. WILLOUGHBY, ESQ., renouncing all claim to the GHOONWALEE KHOONTEE on condition of receiving a pecuniary commutation from the GUIKKWAR GOVERNMENT for the sum of Rupees one thousand per annum, dated Sumwut 1881, Cheiter Vud the 5th, corresponding with the 8th of April 1825.

I will never commit any depredation or dispute in the territories belonging to the Honourable Company, to the Guikwar, to Rappeepla, or in any other talook (district), but will pursue a peaceable mode of life. On this YOL

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point I formerly gave a writing to government with security for my good behaviour, which still continues in force. The Guikwar authorities at present collect the Khoontee of Ghoonwalee at Soonghur, the half of which belongs to me. I intrusted the settlement of this claim to government, promising to abide by its decision respecting it. Upon this government in its beneficence have agreed to obtain from the Guilmar government Rupees (1,000) one thousand per annum, in commutation of my half share of the Khoontee in question To this settlement, of my own free-will and pleasure, I agree : from this time I will not make any dispute or depredation in the territories of the Honourable Company, the Guikwar, Rajpeepla, or any other district, but will live quietly, performing service according to the orders of Government, if any infraction of this agreement arises, I shall be an offender against government, and if for my offence government should confiscate my wuttun (entire estate) and Geeras, I relinquish my claim to the same. I agree to this stipulation for the satisfaction of government, and for my acting in conformity to this engagement, and pursuing a peaceable course of life, the securities given to my former engagement are in force. They will cause me to answer for myself or give an answer for me.

(Sd) Wussawa Cooveerea Omed.

Witness:

(Sd) ABDULLA KHAN BULLOCHE, Jemedar.

No. CL.

TRANSLATION of a FA'EL ZAMIN Bond taken by J. P. WILLOUGHBY, ESQ., for the GUIKWAR GOVERNMENT, from BAJEE DAIMEE, VAJAO DAIMEE, MEWASSEES of TILLUCKWARA, including their families, relations, and dependants, dated the 14th of Falgoon Soodh, Sumwut 1881, corresponding with the 18th March 1825.

In consequence of our improper conduct coming to the notice of government, a force was equipped against us, which inflicted punishment upon us. Now, through the beneficence of government, we have been directed to reinhabit our villages, and to conduct ourselves properly for the future according to the orders of government, after the manner of ryots. Agreeing to this order, we, of our free will and pleasure, and in our right senses, subscribe to the under-mentioned Articles of agreement:—

ARTICLE 1.

We will reside in the country belonging to the government after the not commit any depredations, or make any dispute with any one residing in the districts of the Guikwar government, of the Honograble Company, o Rajpeepla, Chota Oudeypore, Gurh, or any other talookdar; we will act in obedience to the instructions of the thannas of government which at present exist, or may in future exist.

ARTICLE 2.

We will pay whatever revenue is due on account of the villages of Tilluckwarra belonging to government, and will pay according to the custom of the district the levies put upon Oopurwureea land, besides salamee and babtees according to annual custom

ARTICLE 3.

We have given to Mr Willoughby a written paper giving an account of our just rights, lands, and claims upon persons residing in the districts of the Guikwar government and Rajpeepla In whatever manner government may arrange such of these as on enquiry shall appear to be just, we will agree to the same, for ourselves and posterity from generation to generation; according to this settlement we will abide, and receive whatever government may choose to me us.

ARTICLE 4.

In several villages we have lent money and taken writings for Geeras in heu thereof; we admit that we have no claim for the Geeras in question. and ne will agree to whatever arrangement government may make for the repayment of such sums we have lent as on enquiry may be found to be just From this time we will not make any dispute on this subject with the inhabitants of the villages in question. In future, if any dispute arises with any one regarding money transactions, we will petition the government, and act according to its order respecting the same, we will not directly make any dispute in future with the inhabitants of the villages, and not take more than that awarded to us by the government arrangement, nor will we cause expense to fall upon any village ourselves direct.

ARTICLE 5.

We will restore whatever villages and lands, situated in the districts of government or in those of the talookdars, we may be found to have unjustly possessed ourselves of, when government gives an order to that effect. In future, we will not, without the permission of government, either take on mortgage, buy, or receive as a gift, villages, lands, Pusaeta, or Geeras from any one.

ARTICLE 6

We will not associate with rebels and disturbers of the public peace of the districts of the Guikmar and the Honourable Company, of Rajpeepla and the other talookdars: we will not afford them an asylum, or permit any one to harbour them in our villages, or give them food, or allow any one to do so. If we are able, we will seize and deliver them over to the custody of government. If it is proved that we do associate with any person of the above description, we will become answerable for the claims upon him, and for a fine for doing so; if any robber is traced to our villages, we will carry on the trace to the next village, and establish the same upon it, otherwise we will produce the criminal and restore the property stolen.

ARTICLE 7.

To satisfy government for the due performance of the above-written Articles, Bagee Daimte agrees to reside at Baroda for a period of five years from this date, Ining upon his own means; if it appears to the satisfaction of government, in the course of five years, that we act in conformity to the above-written agreement, and no infringement of the same occurs, then whatever orders government may issue regarding releasing the hostage will be obeyed by us. In conformity to this writing he will remain as a hostage.

In this manner seven Articles of agreement have been written. If any infraction of the same takes place from this time, whatever punishment government may award we will agree to For this agreement our Wutun (estate) and Geeras is security; Rowjee Bawa Gymul Sing Bharote, unlabitant of the village of Tanjoolja, of the Bawa Gymul Sing Bharote, and for our personal appearance, and Rana Abeh Sing, of the Cusbal of Ahmood, and Rhatore Saheb Khan, of Veejeria, are counter-securities for the same in conformity with what is written above they will act and case us to act, they will be answerable for claims upon us, and cause us also to be so.

(Sd.) for BAJEE DAIMER

by the MEHTA of the Thakour of AHMOOD.

(Sd) VEEJOO

ROWIES BHAROTE.

" RANA ABEH SING

by his karbaree MEHTA HURRY RAM DYARAM and

RANA KEESREE SING SUJAN SING.

UNA TABBERES SING SUJAN SING

ditto.

(Sd) SAHEB KHAN,
Thakoor of Veejeria.

No. CLI.

TRANSLATION of a MEMORANDUM from the GUIKWAR GOVERN-MENT, being arrangements for the SETTLEMENT of the MEWASSEES of the REWA KANTA; without date,

- 1. The following is the list of the Meu assec zemindars in the districts.
- The pergunnah of Sinore contains Shanore and the three Mandwa towns, Mandwa, Nundurria, and half the town of Chanode.

- 2 The pergunnah of Sanckaira Naswary, having twelve towns and four villages dependant, and Augur, consisting of Augur and Seesana
- 3 The pergunnah of Tilluckwarra, containing nine towns, as shown in the Statement of the Kamarisdars Wujureea Oochad, Chureyswar, Pulsani, Para, Beeloona, Nullia, Balodra, Seeral
- 4 The pergunah of Sowley No statement has been sent by the kamavisdar of this district of the zemindars or Mewassee villages, therefore, when the return shall be made, the zemindar and Mewassee villages therein shall be included in the arrangements, to be controlled in conformity to the five following Articles

5 The ten Geerasia villages termed Dus Gaum

For the above mentioned villages belonging to Mewassee zemindars, or if on enquiry others should be found which have been overlooked, that is to say, for all villages that from any distant period have paid fixed recenues through the zemindars, the following Articles are agreed to for the investigation of their rights and their better government—

ARTICLE 1

In whatever town shall be found Tulput and Waanta lands, and from any remote period the fixed revenue has been paid through the medium of the zemindar, it is to be understood that, from the circumstance of there being Tulput land, the town belongs to government

ARTICLE 2

If in any tone Tulput land shall be found which the zemundars have united from any remote period with Waanta lands, and the revenues for past generations have been paid in one sun, such towns are to remain in possession of the Mewassees, and the settlement of future revenue to be made in the present innestigations

ARTICLE 3

In such towns as have been let on farms by kamavisdars to zemindars, and treatned by them without their having any just right to the same, and the hird revenues paid by the zemindars as fixed by the kamavisdars, such towns are not to belong to the Geerasias, but to government

ARTICLE 4

If any town has been from a very remote period in possession of a consequence of such long possession, he shall be confirmed therein, and the settlement of the future revenue to be made in the present in estigation

ARTICLE 5

If in any town the zemindar shall possess Waanta lands, and hold also Tulput lands by grants of forty or fifty years' standing, or by grants from former governments, by the production of such grants the town shall remain

in possession of the Mewassee, and the settlement of future revenue to be made in the present investigation

In this manner is the revenue of the Mewassic zemindars to be adjusted, but the half of Chanode now consigned by government to the charge of a kamavisdar is to remain as at present.

In setting the revenue from the Mewassee villages, an average of the last ten years, including khurajat babtees &c, must be fixed for a perpetual tribute, but in forming the ten years average, no year of famine or invasion must be reckoned, for, if they be, it cannot be expected that in future years of calamity a reduction can be consented to in this manner the agent is to make the settlement in communication with government

When any zemindar is completely impoverished, then, in communication with government, a five years agreement is to be made with him, commencing with smaller payments suited to his means until the fifth year, when the lawful tribute is to be paid

If, however, any remindar is so situated as that his affairs cannot be comprehended under either of the above provisions, then the agent, in communication with government, shall make the best arrangements that circumstances will admit, for a fixed perpetual revenue for the future

The following is the manner in which in conformity to the settlement, the Mewassee zemindars of the several pergunnahs shall yearly give security to the kamavisdars of the same to pay the revenue without any reduction —

It —The Thakore towns belonging to respectable remindars, Wujeerj, Sinore, Mandua, Augur, Nuswari, Palsone, and Dus Gaum, total seven towns, and any other place held by any respectable Thakore, shall pay Resident, Jean by ear, to the kamasusdar.

and —The smaller Mewassee villages must pay their revenue as fixed by the present settlements to the kamavisdar, and if any one delay payments, the kamavisdar is to make it known to the agent and raise the money in communication with him

2 The following are the Articles of arrangements to be entered into with the Mewassees —

A Whatever claim the zemindars may have on their respective villages* under the several heads of Geeras or Wainta or Dahu or Protection Money (Rutkapa), shall continue to be paid by government as they are now estable and on the several heads, they shall not be added to and if any old or frivolous claims are to be admitted for investigation, and the ugent guing them due examination shall decide epon them, but if the claim be of anterior date to ten years, government is not to be required to answer them, and in whatever village the remindar receives protection money he is to protect it, and if the village sustain injury he is to make good the loss according to the local customs in such cases.

B Arrangements for the protection of the villages in the districts from Mewassee Geerassias

^{*}For further measures taken for the protection of these guaranteed rights, see Baroda, Volume VIII

- a. No Mewassee zemindar shall afford protection to plunderers or robbers, and if thieves belonging to any zemindar's village commit depredations or outrages in the districts, and loss be thereby sustained, then the zemindar guilty of having sheltered them shall make good the losses so sustained agreeable to the custom of the country, unless he can prove that the thieves have passed on beyond his lands; if he cannot do this he must make good the loss.
- b. The sums at present paid under the denomination of Geeras are to be continued at the present rates; no extortion or violence to be practised on the ryots on that account, and reparation will be enforced for injuries if any injury be done to the ryots.
- c. In whatever towns belonging to zemindars any Gecrasias may have fixed their residence, it is optional with them to remain and enjoy their rights at present enjoyed, such as Gecras, Ranwutteea, Weechan, and Posita, but they are not under these pretexts to advance additional demands or give exation or alarm to the villages, and if any mury be done by them to any village, the zemindar who protects them will be compelled to make good the same and to deliver up the persons of the offenders.
- d. The Mewassee Geerasias having hitherto been constantly in the practice of carrying on private wars one with another, this is to be discontinued, and the injuries to the peaceable villages consequent on such hostilities are not to be allowed; no infringement of public peace will be permitted to pass with inpunity.
- e. If people of disorderly habits belonging to zemindars' villages enter peaceable villages for purposes of depredation and any affray ensue, and any of the offenders fall, the villagers are not answerable for what is done in selfdefence, and no compensation to be demanded from them.
- f. The zemindars in their respective villages are independent to enter-tain or discharge Rajpoot Koolies or others, or give them Posita lands or monthly pay, or to invite settlers into their villages; but if they discharge people of disorderly habits, their being let loose on the country may be injurious to the peaceable districts; such people, therefore, previous to being discharged, are to be bound over under double security to good behaviour, and in case of this being omitted, and their committing depredations, the zemindar, through whose neglect this befalls, will be made answerable for the consequences.
- 3. The limits of the several towns in the districts as now received are to be continued, and if at any time or in any place there should be boundary disputes betwirk the zemindar and government villages, the claims on both sides are to be made known to the Agent, who will settle them after carried examination; but if they can by mutual arbitration of Punchayet settle the dispute amicably, there will be no necessity for his interference in matters of this kind. No injury or oppression is to be allowed against the government villages, and if it shall appear that the zemindars have in any case encroached or appropriated lands belonging to government villages during the last five or ten years, the encroachments are not to be permitted, and claims or complaints are to be adjusted by the Agent.
- 4. The zemindars shall continue in undisturbed possession of the Waanta rights they at present enjoy in government districts, nor suffer any

molestation on account of counter claims of Tulput, etc., but whatever villages pay Waanta are to pay the same to the customary amount only, for lands actually under the plough, and fees due to government from lands of that tenure are to be paid as heretolore and on all Waanta lands, whatever has been hitherto paid by the cultivating tenants respectively shall continue to be paid and no increase permitted and in case of Gerrisias incurring debts to inhabitants of government villages, or zemindars dependent on government or merchants or others, and for the settlement of the same, or as compensation for public offences, shall assign their rights of Waanta or the produce of Waanta or Geeras such shall be confirmed and no opposition offered to the arrangement. Precedents of former customs to be received as law, and if, on the other hand, government Kamavisdars or villagers have encroached on lands belonging to zemindars within the last ten years, on their showing proofs of the same, the agent in communication with govern ment, is to restore the same and if, in the manner above described any zemindars shall have assigned over Geeras or Waanta rights to government ryots, and cause molestation to the present possessors, the agent is to examine into and decide on the claim

- 5 The zemindars in their respective villages hold the government over the population of the same but if they are found guilty of oppression or injustice to respectable persons or Soucars or Brahmins, the same agreeable to custom is subject to investigation and to be settled
- 6 Whenever the royal retinue of this government proceeds for reli grous ceremonies to the banks of the Nerbudda, the customary tribute (nuzerana) and preparations are to be expected from the zemindars, but if any are impoverished, government will take it into consideration and demand less
- 7 The zemindars are not in future to be allowed to obtain lands without approbation of government under the different denominations of Weechan or Posita or any other term the Mewassee Geerasias are a tur bulent race, and their increase is to be deprecated, this is to be made known on the part of government to the villages
- 8 The zemindars are independent in their several villages, respecting Brahmins, Bhats, and other religious mendicants as to their Posita or aims to give or withhold the same, but they are not to deprive them of any ancient possession bestowed for charitable purposes
- 9 Sundry Brahmins and other traders in Chanode are wont to send wood cutters to the hills to cut timber, which is brought down the Nerbudda in ralts on this timber the Mewassees are to levy no more than the custom ary duties, for if additional duties were put on, the timber could not be brought, and injury would accrue to this government, therefore the Mewassee zemindars are to be warned on this head
- 10 The jummabundee dues levied every alternate year by the Rewa Kanta Moolookgeree, including Khurajat Babtees (extra levies) of every description, are to be fixed in perpetuity upon those by whom they have hitherto been paid. Respecting these, written proofs shall be separately furnished
- 11 II any Mewassee zemmalar, being without offspring, wishes to adopt a child as his heir, he may do so according to law established, paying

the customary fees to government, and when any zemindar dies, his heir, near or remote in relationship, may succeed, as has hitherto been the custom, the same being duly made known to government.

12. The district of the pergunah of Sowlee is given to Meer Umeenul Deen Hossain Khan as his jaghire for his Risallah, and the pergunah of Tilluckwara to Ram Rao Anajee as his jaghire for his Pagah, both districts being thus assigned to special purposes by government in Doomala; in case the jaghiredars may show the wish to exchange their districts in consequence of the arrangements, etc., with the Mewassees being in future to be transacted through the Agent, this will not be attended to: the respectable zemindars are to pay their tribute through the Resident to these jaghiredar, and the inferior Mewassee villages to pay theirs as already provided for.

No. CLIL

TRANSLATION of a FA'EL ZAMIN OF SECURITY BOND for good behaviour entered into with the Sircar Alijah Bahadoor (Government of Dowlut Rao Scindia) through the mediation of J. P. Willoughby, Esq., Political Agent on the part of the British Government in the province of Rewa Kanta and the Zillah of Powagurh, by Thakoor Kesree Sing Abeh Sing and his son Deep Sing, Proprietors of the Mewassee Village of Kunjeree, of the Hallole Pergunnah, dated 8th Maha Soodh, Sumwut 1882, 15th February 1826.

We, of our free will and in perfect possession of our faculties, have entered into a bond with the Sircar, containing the under-mentioned Articles of Agreement, the same being binding in perpetuity on ourselves, our bretheren and relations, on all inhabitants or persons bearing arms, residing within the jampla or gates of the village or villages belonging to us, or outside in its (or their) suburbs usually designated Mowada, Wara or Was, to witt-

ARTICLE 1.

We will conduct ourselves as peaceable ryots, observing respect to the (Umul) authority of the Sircar (government) which has hitherto been established over the above-mentioned village or villages, or lands under our management, and paying implicit obedience to its (the government's) orders. Whatever settlement the Saheb (or Agent) may make of the jummabundee, babtees, ghasdana, or other just claims hitherto paid by us to the government, we will agree to the same, and in conformity thereto pay the amount year by year. We will, moreover, pay annually whatever Dhan (taxes) it may have been the ancient custom to levy on Oppurvuria land (situated in other villages) cultivated by us, or any Salamee which may be due upon our Waanta or other lands. We will also pay (huckdaron huck) the rights of individuals according to ancient custom.

ARTICLE 2

We will reside in the country belonging to the government after the manner of riots carrying on each his own proper trade or occupation and cultivating the soil. We will not here in canity, or enter into any dispute, or commit any breach of the peace with any one residing in the districts belonging to government to any talookdar or a unitidar neither will we quarrel nor make disputes with one another. We will pay implicit obedience to the orders we may receive from those Thanas (detachments of troops) of government which are at present or may hereafter be established.

ARTICLE 3

We will formst to the Agent a detailed account of all our just and ancient rights Geeras Wanta Dhan and Rukhoopa diecs, as well as of any claims we may posses, you can be present to the present of persons residing in the distinct person of persons residing in the distinct person of the present of the present of the state of the person o

ARTICLE 4

If we have obtained possession of any sillage or lind or Geeras by adancing money on loan we will alide by any settlement which the government
may presembe for the liquidation of such portion of such debt as on inquiry
may be found to be justly due. We renounce all claim to such villages
lands or Geeras and will not enter into any direct discussion of dispute with
their inhabitants or proprietors. If any dispute shall hereafter arise in our
dealings and transactions with any one we will make government acquainted
with the same, and consent to abide by whatever settlement it may mediate
We will not enter into any direct disputes with the villagers, nor demand
more from them than the award of government neither will we cause any
extra expense to fall on any village

ARTICLE 5

If it should be made known to government that we have unjustly possessed ourselves of, or forcelly occupied, any village or land, we stipulate to make restitution of the same on receiving directions to that effect. In future we will not possess ourselves of or receive any written deeds making over to us by sale, by mortgage, or by gift any village or land or Posita or Geeras without obtaining the previous sanction of government.

ARTICLE 6

We will not associate with criminals (Apradee) or outlaws (Bharwutteas) from any of the districts belonging to the government, or to any talookdar, or remindar, we will not afford an asylum to any robber or disturber of the.

public peace, nor will we permit any one belonging to our village'or villages to do so. We will neither ourselves give them food or a resting-place, nor allow any one to do so. If perchance any persons of this description fall into our power, we will seize and deliver them over to the custody of government. If we are proved to hold intercourse with them, we hold ourselves responsible for their persons and crimes, and hable to such fines as may be imposed on us. If thieves be traced into our villages or within our boundaries, we will carry on the trace to another village and establish the theft on it; otherwise we will produce the thieves and cause restitution of the property stolen to be made We will neither associate with thieves nor ourselves commit theft. If any robbery or misdemeanour committed by any other village comes to our knowledge, we will immediately inform government of the same, or on failure of doing so, answer for the omission and be subjected to a fine If perchance any one belonging to our villages proceed (with the intention to commit theft or any other crime) to any village belonging to government, to any talookdar, or zemindar, we will answer for the same; and should he be caught in the act and happen to be slain, we renounce the claim called Runwutteea (blood-money) on that village, and will neither ourselves make it nor permit any one to do so.

ARTICLE 7.

Should the Geeras, Runwutteea, Wuchan, or Posita rights of any Geerasia, who may be now residing or may hereafter come to reside in our villages be interfered with, or prohibited by any one, we will represent his case to the government, and prevent his making any direct disturbance on the subject. If we fail to do so and any injury ensues, we hold ourselves responsible for the same, or to deliver up the Geerasia offending into the hands of government. We will also make such arrangements with all Rajpoots and Koolees who are now or may hereafter be in our employ as will prevent them making any disturbance in any place, under prefence of any claims they may have on us, so long as they may continue in and after their discharge from our service, otherwise we will be responsible for the consequences.

ARTICLE 8.

Should we have appropriated any of our hereditary lands, or property, or copareener's share, Geeras, Waanta, or Posita rights, either in liquidation of debts in Rumyutteea or by free gift, we promise not to resume such (assigned) without previously coming to a fair settlement of that debt, or making a fair exchange We bind ourselves not to interfere with or trench upon such Geeras of Aujda (provision or assignment), lands, etc., which may, in conformity to ancient custom, belong to our brethren or other presons. In this respect we will make no change, but should any dispute arise in either of the above cases, we will represent the same to the Agent and will conform to and abide by any orders we may receive on the subject consonant with justice. We will not, moreover, linjure or oppress unjustly any respectable bankers, Brahmins, or poor persons who reside in our villages.

ARTICLE 9.

We will not in any way molest merchants or travellers frequenting the country, but will efficiently preserve and keep the peace of the highway. Should any injury be sustained (by them) within our limits, we will produce the person or persons who occasioned it or be responsible for the same. We promise not to levy more Guddhaee, or other dues, from merchants than those which are sanctioned by long and ancient usage. On this point we will not enter into any further discussion bereafter

ARTICLE 10

We will afford protection to any person dependant on or in the service of government or to any detachments of government troops (Sernjam) who may halt within our limits and will furnish guides to escort them in safety beyond our boundaries. In this matter we will not fail to act in conformity with the custom of the country (Moolk Sinshia)

ARTICLE 11

We will discharge any Sebundy, whether of horse or foot, Scindians, Arabs, Mukranees, or Pardesees who may at present be in our employ, and will not hereafter entertain in our service any such descriptions of foreign mercenaires either of horse or foot, nor will we permit any one to do so. If from this time it is proved that we act contrary to this supulation, we hold ourselves responsible for doing so and liable to be fined, or to undergo any other punishment the Government may infine.

ARTICLE 12

In conformity with the wishes of the government of the Honourable Company, we will not permit the open or concealed import or export of opium unaccompanied by a permit or seal (Châp). On this point we will adopt effect a transgement within our limits, and should we discover any illicit opium, we will seare it and report the circumstances to the government. We will, moreover, act up to any arrangements adopted in future by government for regulating the trade in opium.

ARTICLE 13

We will conduct ourselves in conformity to any orders we may receive from the government independent of the above Articles, and should government require the presence of any one for the purpose of groung endence in any matter or transaction under investigation, we promise to produce the person so required

ARTICLE 14

Should a Mehta and Peon be stationed in our village on the part of government for the purpose of observance of the present agreement, we promise to make them acquainted with every occurrence, and to furnish them such accounts faithfully as it may be usual for government to demand

ARTICLE 15

This engagement is binding on us and on our descendants from generation to generation in perpetuity, wherefore, on our decease, should a son

survive us, we stipulate that he succeed to the management of our estate with the knowledge and sanction of government. In case of our having no son and heir, and we wish to provide ourselves with one by adoption, we promise to represent our wishes to government and abide by its orders on the subject.

In this manner we have entered into these filteen Articles of Agreement, and will conduct ourselves in conformity to the same peaceably for ever and ever, or submit to any punishment government may award for any infraction thereof We pledge our Wuttim lands, Geeras, and other property as securnty for their due observance. We also furnish as perpetual securities for our good behaviour, personal appearance, and that we will act in strict conformity to what is written above, the Baroots Humeer Sing Davee Sing, and Mehtab Sing Kaleedas, inhabitants of the village of Kunjerce, of the Hallole pergunnah, and so our perpetual counter-securities, Pugee Jeet Sing Puttoobhye (proprietor) of the village of Surnej, of the Wangdra pergunnah, Puggee Narrambhye Udeh Sing (proprietor) of the village of Bakrolle, of the same pergunnah, and Baria Uwul Sing (proprietor) of the village of Sakurda, of the Barodle pergunnah; they will observe their part of this contract and oblige us to do so for ever and ever in perpetuity, for which their property is held responsible.

(Sd) THAKOOR KESREE SING.

ABEH SING (what is written is genuine) for himself, his son DEEP SING, brethren, dependants, and all under his authority.

Declaration made by the Baroots becoming securities.

We declare that of our own free will and accord we become security for the good behaviour and personal bail for the parties entering into the above engagement.

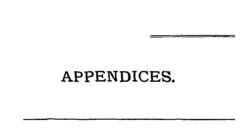
(Sd.) BAROOT HUMEER SING DAVER SING.
BAROOT MEHTAB SING KALEEDAS,
of the village of Kunjerce.

Declaration made by the persons becoming counter-securities.

We, of our own free will, and in perfect possession of our senses, become content-security, in perfectity, year by year and from generation to generation, to the government for the peaceable and proper observance of what is subscribed to above. We will abide by the same and cause it to be duly kept. If our principal does not act in conformity with what he has subscribed to, and does not afford the satisfaction demanded by government, we either collectively or individually are responsible for him, and pledge our possessions and property as security for being so.

This declaration is sincere and true.

- (Sd) PUGGEB JEBT SING PUTTOOBHYE, of Surnej.
 .. PUGGEB NARRAINBHYE UDEH SING, of Bakrolle.
 - " BARIA BAWABHYB UWUL SING, of Sakurda.



APPENDIX

Statement of Separate Jurisdictional and Non Jurisdictional States amount of tribute, etc., paid by them

| No. | Names of States and Talokas. | Class of Jurishiction | Number of independent | Number of villages to each Taluka (toot census) | Fatamated gross reveaue in Rupets, | Amount of perpetual settlement concluded by Colonel Walker reduced to Gost, rupees. |
|-----------|---|--|-----------------------|--|--|---|
| 333366728 | Than-Lak'tar Sada Cada Mula A Bajana Patri Janod A Bhokel-Jaha Chandrasanji (Other shareholden have ao jarashe Rais Sadaki Rais Sadaki Rais Raise | ist 20d 2nd 3rd 3rd 4th 4th 5th 6th 6th | | 20 27 7 | \$9,000 0 0 77,000 0 0 20,000 0 0 41,300 0 0 2,000 0 0 | 5,949 0 0 17,107 0 0 8,251 0 0 7,950 0 0 5,133 0 0 1,759 0 0 |
| | (Other shareholders have no juri diction) Sanosra Anandpur Khachar Jiya Mesur A Desa Bhoj | . 61 | | | 3 6,000 0 36 39,300 0 | |
| | (Other shareholders have no just diction) 18 Dasada Malek Jenkhan (Other shareholders have no just diction.) | . a | b | 5 | 1,41,600 0 | . 13,563 |

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in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905

| | RESENT PAYMENT | | NT RUPEES | | |
|---|----------------------|-------------------------------|--|--|--|
| British Tribute | Gaekwar s Tribute | Junagadh Jortalbu | Ahmeda- bad Sukhadi | Total | Remares. |
| 8 | 9 | 10 | " | 13 | 13 |
| 40,571 0 0 44,123 0 0 25,922 8 0 15,001 0 0 0 7,501 0 0 0 7,501 0 0 0 19,50 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 19,50 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 0 0 19,50 | i . | 2,682 0 0 | 15 13 0 87 0 8 114 0 0 143 6 5 57 50 0 | 44,677 0 0 45,533 13 0 28,691 8 8 7,531 0 0 15,511 0 0 7,435 5 9,537 10 0 1,253 10 0 1,253 3 9 | *Including Rs 6 on account of "Vatav" C. |
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| 12,563 0 | • - | - | 23 4 0 | 12,791 4 0 | |

Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

| No. | Names of States and Tabukas | Claus of Juradiction | Number of independent tribute payers. | Number of vilages in each Taluka (1901 census) | Estimated gross revenue in Rupees | Amount of perpetual settle- ment concluded by Coloral Walker reduced to Govt rupces |
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| \$ | 2 | 3 | 4 | 5 | 6 | , |
| | Khambhlav Geden Geden Harod Harod Harod Hakhan Kamulyut Bhaligamda Karol Vunada Anteonita Anteonita Anteonita Landita Chalida Landita | | 7305111111111111111111111111111111111111 | | \$,000 0 0 \$,000 0 0 \$,000 0 0 \$,500 0 0 \$,500 0 0 \$,200 0 0 \$,200 0 0 \$,200 0 0 \$,200 0 0 | 1,102 0 d 0 1,130 0 0 0 0 1,130 0 0 0 0 1,130 0 0 0 0 1,130 0 0 0 0 1,130 0 0 0 0 1,130 0 0 0 0 1,130 0 0 0 0 0 1,130 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 |

in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1005-contd

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|---|----------------------|---|---|--|----------------------------------|
| British Inbute | Gaekwar s Tribute | Junagadh Jortalbs | Ahmeda bad Sukhadi. | Total. | Kamarks |
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Statement of Separate Jurisdictional and Non Jurisdictional States amount of tribute, etc., paid by them

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Appendix No. L.-Kathiawar.

in the Province of Kathiawar showing the gross *evenue of each and the corrected up to gist December 1905—contd

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|--|-------|-----------------------|------------------------------|---------------------------|--|--|
| British Tribute. | | Gaekwar's Tribute. | Junagadh Jortalbs | Ahmeda- bad Sukhadi | Total | Remarks. |
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| *154 \$76 773 7190 94 2,351 11,673 3,31,700 | 0 0 0 | 252 0 0 | 72 0 0 743 0 0 743 0 0 | 31 12 0 | 75 0 9 363 0 0 125 12 0 3,124 0 0 | " Including Rs. on account 15 Including Rs. on account "Vatav." It is the state of the state of account "Vatav." |
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Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

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|-----|---|-------------------------------------|--|--|---|--|
| No. | Names of States and Taiphas | Class of Jurisdiction | Number of independent tribute payers. | Number of villages in each Taluka (1901 census) | Estimated gross revenue in Rupees, | Amount of perpetual settle- ment concluded by Colonel Walker reduced to Govt, rupees. |
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| i | Lakhapadar | •) = | - | ١, | 2200 0 0 | 1 |

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in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905-contd

Appendix No I-hathiawar

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Statement of Separate Jurisdictional and Nan-Jurisdictional States amount of tribute, etc., paid by them

| _ | | | | | | |
|----------------------------------|--|---|-----------------------|--|--|--|
| Nu. | hames of States and Talukas. | Class of Jurediction. | Number of independent | Number of vilages to each Taluka (1901 census) | Estimated gross revenue in Rupress. | Amount of perpetual settle- ment concluded by Colonel Walker reduced to Cover rupees. |
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| - | SORATH PRANT—concid. Non-Jurisdutional—concid. | | | | | |
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Statement of Separate Jurisdictional and Non Jurisdictional States amount of tribute, etc., paid by them

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in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905—contd

| | PRESENT PAYS | ARNT IN GOVE | RHNNYI R | UPEES. | <u> </u> |
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Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

| Va | Names of States and Taluka | Class of Jung laction | humber of independent tribute payers. | Number of vilages in each faluka (1921 census) | Estimated gros revenue in Ropees. | Amount of perpetual settle ment concluded by Colonel Walker reduced to Gost rupees. |
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Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

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in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905 could

| Pr | PRESENT PAYMENT IN GOVERNMENT RUPERS. | | | | | | | |
|--|---|---|----------------------------|--|--|--|--|--|
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Statement of Separate Jurisdictional and Non Jurisdictional States amount of tribute, etc , paid by them

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| | GRAND TOTAL | 1 | 434 | 4 223 | 7 13/94 450 | • | 0 | 9,07,415 | • | ۰ | | | |

A Used Agency management of the Abmedabad Collectorate

B Besides these 47 villages Limbds has 23 villages in the Abmedabad Collectorate

C. "Valav means the difference between Surfi Rupees and Company Rupees.

D Jafarabad State rece was 50 Rish from the Jungadh State.

Gohelwad

Total

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in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905—concld

| | SENT PAYMENT | IN GOVERNME | NT RUPEES | | |
|--------------------|---|---|---------------------------|--|----------|
| British Tr bute | Gackwar s Tr bute | Junagadh Jortalbi | Ahmeda bad Sukhadi. | Total. | Remarks. |
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KATHIAWAR APPENDIX No II—PAGE 79

SUBSTANCE of a DRAFT of an AGREEMENT proposed to the PEISHWA'S Government by Mr. Elphinstone on the 15th March 1815

It was formerly customary for the tribute of Kattywar and Mahee Kanta to be collected by the Peishwa and the Ginkwar by sending forces into the province. This method was found inconvenient, because the expense of the armament was a deduction from the tribute, and also because the Kattees, being kept in a state of constant hostility by this system, continually retained by incursions into the parts of Guzerat belonging to the Mahratta State To remove these evils, the Guikwar (being at that time Sirsoobehdar of Ahmedahad) resolved, on his own part and that of the Peishwa, to effect a permanent settlement by which the presence of troops should be no longer necessary The British Government also resolved to concur in effecting this settlement, as well with a view to support its allies, the Peishwa and the Guikwar, as to secure its own dominions in Guzerat from the irregularities produced by the former state of things in Kattywar Accordingly, in the year 1807, Sumwut 1863, a force of the Honourable Company's, with a body of horse of the Guikwar's, was sent into Kattywar, and engagements were concluded with the Chiefs of that country by the Guikwar's ministers, under the guarantee of the Honour able Company, the good effects of which have ever since been felt. Similar arrangements were afterwards made on the same principles in Mahee Kanta His Highness the Peishwa having since resumed the farm of Ahmedabad from the Guikwar, it becomes necessary to draw up a memorandum of the course to be hereafter pursued

ARTICLE 1

The Honourable East India Company, having taken security for the payment of the tribute during the first ten years, engages, in case of failure by the Chiefs, to procure the Payment of the tribute to His Highness the Peishwa from their securities until the end of the ten years, the Peishwa from their securities until the end of the ten years, the Peishwa engaging to abstain from all interference with the Chiefs, and promising scrupillously to respect the engagements guaranteed by the Honourable Company

ARTICLE 2

The Chiefs shall send their vakeels to Ahmedabad to pay the Peishwa's share of the tribule, but no other claim of any description shall be advanced by the Sirsoobehdax, nor any authority exercised by him over the Chiefs or their ryots

ARTICLE 3

If it shall appear that there are any posts or forts belonging to His lighness the Petshwa in the Kattywar and Viahee Kanta, those shall be made over to His Highness, but His Highness shall maintain no garrisons in them which are not absolutely necessary for their ordinary defence, and shall not permit the garrisons to interfere with the people of the surrounding country

ARTICLE 4.

The Peishwa's tribute shall be paid at Ahmedabad, agreeably to the ten years' settlement, and if the payment is interrupted, the British Government will procure its completion, and His Highness shall not, within the said ten years, interfere in the smallest particular with the Chiefs If, after the expiration of that period, any Chief withhold his tribute, the British Govern ment is no longer to be considered answerable for it, but it will concur with the Peishwa and the Guikwar in endeavouring to procure security for the tribute as before, so that it may be collected without expense. In the event of failure (in procuring security), the Guikwar and the Peishwa shall act in concert for the recovery of their tribute and shall share the expense incurred in that operation, but as the British Government and the Guikwar would suffer from any disorders in Kattywar no less than the Peishwa, His Highness is to levy the tribute as at present fixed, and to make no additional demand, he is to send no troops into the country as long as that tribute is faithfully discharged, and is to respect the ancient rights of the Boomeeas as stated in the senarate engagements

ARTICLE 5

Any representations which the British Resident at Baroda may make which a view to the preservation of the tranquillity of Kattywar and to the maintenance of the engagements made to the Chiefs, are to be attended to by the Sitsoobehdar

(Sd) M ELPHINSTONE,

Resident at Poona

SUBSTANCE of a DRAFT of an AGREBMENT proposed by the PEISHWA'S Government on the 5th of April, to be substituted for that presented by MR ELPHINSTONE

An annual kinbute is due from the Booneea zemindars of Kattywar in the Sinear and the Guikwar, to collect which the armies of both used annually to go unto Kattywar and Mahee Kants, in consequence of which, when Blug wun Rao Guikwar was Sirsoobehdar of Ahmedabad, be detached the army of the Sinear along with that of the Guikwar into Kattywar and Mahee

Kanta at which time (in the Arabic year 1207) the Boomeeas represented to both, through the Honourable East India Company, that annual expeditions of the Sircar's force and that of the Guilwar into Kattywar and Mahee Kanta, for the purpose of collecting the tribute, was an occasion of permanent distress to the Boomeeas, and that they were therefore ready to enter into engagements for the regular payment of their annual tribute during ten years after the expiration of which period another settlement should be made. without their being exposed to the distresses of a military incursion. On this representation the Sircar's Officer in charge of Ahmedabad and the Guilwar considered that the collection of the tribute from Kattywar and Makee Kanta required an annual movement of the troops of both, wherehy an expense was incurred for the pay of troops; and, moreover, that the countries of both in the province of Guzerat suffered from the depredations of the Boomeeas, by which the cultivation of the country was obstructed. and they considered that, by entering into agreements with the Boomeeas, the tribute would be paid without the employment of troops, and the Boomeeas would be prevented disturbing the territories of the Sircar and the Guikwar, and the lands assigned to the nay of the Honourable Company's battalions. In consideration of these circumstances, they granted written terms to the Boomeeas for ten years (taking the security of the Honourable English Company for the payment of the revenue during that period), and accepted of written engagements on the part of the Boomeeas.

At the expiration of the last Arabic year 1214, seven years of the period engaged for had expired, and during those seven years the tribute was regularly paid, according to the agreement, to the Soobehdar of Ahmedabad and the Guikwar, through the British Government, without the necessity of sending troops. In the present year the Sircar has removed Bhugwant Rao Guikwar from the Soobeh of Ahmedabad, and has appointed Trimbuckjee Dainglia to the office; but as three years of the period fixed by the engagements contracted by the Sircar's Officer and the Guikwar are still unexpired, and as Mr. Elphinstone, the British Resident, represents that the engagements ought to be fulfilled by the Sircar, the following memorandum has been drawn up for the settlement of the remaining three years of the period to which the engagements extend.

ARTICLE 1.

Blugwunt Rao Guikwar, the late farmer of the talooka of Ahmedabad, is to deliver to the Government the original papers containing the engagements of the Boomeas, which he received through the British when he granted written terms to the Boomeas, and he is to account for any money which he may have collected as Untust (secret bribes), Durbar Kherch (avowed granications), and the like, over and above the sums fixed by the engagements; the Boomear remindars are to come to Ahmedadad, and to remain in adherence (Roodjooa) to the officer of the Sircar, and during the three years that the engagements are to remain in lorce, they are to pay, under the security of the English, the money agreed for in the engagements are cittered into with the remindars; and, moreover, they are to pay, under the

security of the English the Untust and Durbar Kherch (bribes and gratifications) which they may have been in the habit of paying over and above the money fixed by the engagements

ARTICLE 2

Agents on the part of the Boomeeas are to be permanently stationed with the Sircar's officer at Ahmedabad and to pay the money engaged for, together with the Unitust and Durbar Kherch etc annually into the treasury at Ahmedabad and to take receipts for the amount Beyond that they are not to be molested They are to conform to the pleasure of the Sircar

ARTICLE 3

Whatever forts the Sircar may possess in Kattywar and Mahee Kanta are to be given up to it with their stores, and garnsons are to remain in them on the Sircar's part for their defence but the garnsons are not to oppress the ryots and the Boomeeas are not to conduct themselves improperly towards the Killehadr.

ARTICLE 4

It has been requested that the ancient practice of the Boomeeas as stated in the separate engagements may be adhered to accordingly the ancient practice shall be enquired into, and after that is ascertaimed, orders will be given accordingly

ARTICLE 5

Whenever disputes occur among the Boomeea remindars of lvatiywar and Vahec Kanta in consideration of the security entered into by the British Government for the payment of the tribute the British Resident at Baroda shall carry the Boomeeas to the Sircar's Officer at Almodadd and represent their differences and shall act in such manner as may appear to them both most for the advantage of the Sircar

ARTICLE 6

The Gukwar claims money from the Sircar's districts on account of hay and corn (ghasdana), that money shall not be given to the Gukwar. The Boomeeas shall pay that money for hay and corn to the Sircar over and above their regular tribute.

ARTICLE 7

After the expiration of the decennial arrangement no less tribute shall be taken than that fixed by the present engagements but as much more as shall appear on enquiry to be obtainable

(A true translation)

(Sd.) M ELPHINSTONE

Resident at Poona

INDEX

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